Deerfield Beach
Florida

Regular City Commission Meeting Agenda

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

Mayor Todd Drosky
Vice Mayor Michael Hudak
District 2 Commissioner Ben Preston
District 3 Commissioner Daniel Shanetzky
District 4 Commissioner Tom Plaut

Wednesday
September 9, 2026
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes

Attachment: July 21, 2026

City Commission Workshop Meeting Minutes

Attachment: July 30, 2026

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: June 9, 2026, August 11, 2026

African American Heritage Board Meeting Minutes

Attachment: July 9, 2026

Code Compliance Meeting Minutes

Attachment: July 28, 2026, August 11, 2026

Community Appearance Board Meeting Minutes

Attachment: July 22, 2026, August 12, 2026

APPROVAL OF THE AGENDA

September 9, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the link below:
https://deerfield-beach.zoom.us/j/87559311381?pwd=GDhKkfarowbDGTEQ540rPARYiLDVy0.1

Join Zoom Meeting via telephone by dialing:
Call-in Number: (305) 224-1968
Meeting ID: 875 5931 1381#
Participant ID: #
Passcode: 073106#

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

BUDGET & MILLAGE PUBLIC HEARINGS

1. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 14, 2026

Voting Requirement: Adoption requires a 4/5 vote of the City Commission on Second Reading

Sponsor: Office of the City Manager & Department of Financial Services

Attachment: FY27 Millage Rate

2. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 14, 2026

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

Sponsor: Office of the City Manager & Department of Financial Services

Attachment: FY27 Budget

3. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 14, 2026

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

Sponsor: Community Redevelopment Agency & Department of Financial Services

Attachment: FY27 CRA Budget

AWARDS & RECOGNITION

4. **Proclamation presented to Nicole Ortiz, South Florida Chapter of Canine Companions, in**

recognition of National Service Dog Awareness Month.

Sponsor: Mayor Drosky

5. **Certificate of Recognition presented to Michelle Caba, Director of Economic Development, on being named the 2026 Economic Development Director of the Year.**

   Sponsor: Mayor Drosky

6. **Certificate of Appreciation presented to Dave Hunt, Communications Manager, for his leadership, dedication, and willingness to step in when needed.**

   Sponsor: Commissioner Preston

PRESENTATIONS

7. **Update regarding the SE 8th Avenue Stormwater Drainage.**
   Sponsor: City Commission

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes. 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

8. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the schedule for the Regular City Commission Meetings for fiscal year 2026/2027; providing for an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Office of the City Clerk

   Attachment: FY27 Meeting Schedule

9. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Haig Service Corporation for the repair of existing fire alarm systems and installation of new fire alarm systems at Fire Stations No. 4, 66, and 75, utilizing the terms of the City of Fort Lauderdale Invitation to Bid No. 608-1 and resulting contract in an amount not to exceed $97,250.71; providing for an effective date.** ***(Funds from Account #100-200-340-1906-000-52900-506022 - Public Safety Buildings)***

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Department of Municipal Services

   Attachment: Haig Service Corporation

10. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying and approving the submission of an application to the Florida Division of State Fire Marshal for the Firefighter Cancer Decontamination Equipment Grant Program in the approximate amount of $34,129.75; authorizing execution of a grant agreement with the Division and the appropriation of the required 25% local matching funds in the amount of $11,376.59 if the grant is awarded to the City; providing for implementation and an effective date.** ***(Funds from Account #100-220-22000-0000-506043 - Machinery and Equipment)***

    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: Firefighter Cancer Decontamination Equipment Grant Program

11. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the term of the Grant Agreement for the Lift Station No. 5 Project; authorizing execution of an amendment to extend the Agreement term through February 28, 2027; 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: Hazard Mitigation Subgrant Agreement

12. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a third amendment to the contract with Zabatt Engine Services, Inc d/b/a Zabatt Power Systems to extend the completion date for the installation of the emergency generator for Lift Station No. 5 to September 30, 2026; authorizing execution of the Third 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 Environmental Services

    Attachment: Zabatt Power Systems

13. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Contract with Shrieve Chemical Company, LLC for sulfuric acid 93% for water treatment plant operations to address market conditions and include a unit price adjustment that increases the current price from $259.90 per ton to $402.36 per ton; providing for implementation and an effective date. *(Funds from Account #401-300-360-3602-000-53600-503511 - Chemicals)***

    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: Shrieve Chemical Company, LLC

14. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of electric valve actuators from Harold Beck & Sons, Inc. for the East Water Treatment Plant in an amount not to exceed $43,355.00; authorizing execution of the documents necessary to effectuate the purchase; providing for implementation and an effective date. *(Funds from Account #401-300-360-3602-000-53600-506031 - Improvements Other than Buildings)***

    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: Harold Beck & Sons, Inc.

15. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the Kiwanis Club of Deerfield Beach Charitable Foundation, Inc. to host a Reverse Raffle Fundraiser event at the Johnny L. Tigner Community Center on January 23, 2027, from 6:00 p.m. to 9:30 p.m.; and providing for 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 Parks & Recreation

    Attachment: Kiwanis Club of Deerfield Beach Charitable Foundation, Inc.

16. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with APT Pathway, LLC d/b/a Pathway Schools to provide a soccer training program at the Oveta McKeithen Recreational Complex Multipurpose Field from September 1, 2026 to May 30, 2027; providing for execution, 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 Parks & Recreation

    Attachment: Pathway Schools

17. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Highland Products Group, LLC d/b/a The Park Catalog, an authorized distributor of National Recreation Systems, Inc. products, for the purchase and installation of bleachers at the Oveta McKeithen Recreational Complex, utilizing the terms of Sourcewell Contract No. 081523-NRS in an amount not to exceed $44,330.00; providing for execution and an effective date.** ***(Funds from Account #100-700-720-7400-000-57400-503550 - Centennial Celebration)***

    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: The Park Catalog

18. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with Acceleration Academies, LLC, to provide an alternative High School Academic Program at the Hillsboro Technology Center on certain specified days and times from September 15, 2026, to February 18, 2027; providing for execution, 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 Parks & Recreation

    Attachment: Acceleration Academies, LLC

DEPARTMENTAL BUSINESS

19. **School Speed Zone Annual Report 2025-2026.**

    Suggested Action: Hear public comment regarding the Annual Report. Commission to accept the 2025-2026 Annual Report

    Sponsor: Office of Public Safety

    Attachment: School Speed Zone Annual Report

20. **Update regarding public safety transition.**

    Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Monday, September 14, 2026

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.

Special Meeting Minutes
City Commission

Tuesday, July 21, 2026 | **7:00 PM** | **Commission Chambers**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Todd Drosky at 7:08 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:
Commissioner Tom Plaut
Commissioner Ben Preston
Commissioner Daniel Shanetzky
Vice Mayor Michael Hudak
Mayor Todd Drosky

Also Present:
City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

January 21, 2026

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

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

CITY COMMISSION BUSINESS

1. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CERTAIN AMENDMENTS TO THE CITY CHARTER, SUBJECT TO VOTER APPROVAL; CALLING FOR A REFERENDUM ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

CITY COMMISSION BUSINESS - CONTINUED

A. Clarification and Update of City Charter.

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

B. Description of City Corporate Limits Update.

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner.

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

There were no objections from the Commission on Ballot Questions A, B, or C.

D. Change Municipal Election Dates to November of Even-Numbered Years and Transition of Commission Terms.

Shall the Charter be amended to change Commission elections from March of odd-numbered years to November of even-numbered years beginning November 2028 to increase voter participation and decrease election costs, resulting in term extensions of approximately 20 months for all current Commissioners and the Mayor to maintain staggered terms, with no elections held in March 2027 or March 2029 and all future terms remaining four years?

In response to Commissioner Preston's questions, Anthony Soroka, City Attorney, explained that the proposed language for Ballot Question D would preserve the City's staggered election terms. If approved by the Commission and subsequently by the electors, the next two March elections would be cancelled, the current commissioners' terms would be extended by approximately 20 months, and the next two elections would be held in November 2028 and November 2030. Those elected would serve four-year terms.

Commissioners Preston and Shanetzky spoke in opposition to Ballot Question D.

Commissioner Shanetzky expressed concern that city issues could be overlooked on the lengthier November ballot and stated that municipal elections should continue to receive focused attention in March. He further noted that each commissioner had been elected to a four-year term and opposed extending the current terms by an additional 20 months. As an alternative, he recommended holding the March 2027 and March 2029 elections and applying the additional 20 months to the terms of those elected.

Mayor Drosky stated that members of the public had requested that municipal elections be moved from March to November. Although he acknowledged that the proposed 20-month term extensions were not ideal, he explained that they were a mathematical consequence of moving the elections from March of an odd-numbered year to November of an even-numbered year. He further stated that holding elections in March 2027 and March 2029 before transitioning to November elections in 2030 would merely delay implementation of the proposed change. He emphasized that the electors should be given the opportunity to decide whether municipal elections should be held in November.

Commissioner Preston stated that many members of the public did not fully understand the proposed 20-month term extensions and that the change should not move forward unless the public was informed and comfortable with it.

CITY COMMISSION BUSINESS - CONTINUED

In response to Commissioner Shanetzky's comments, Mr. Soroka explained that Florida law permits terms of office to be adjusted when necessary due to a change in election dates. He stated that allowing another March election and extending the terms of those elected to approximately 5½ years would be less legally defensible than the options presented to the Commission. He noted that an alternative presented to the Charter Review Board would allow the next two March elections to proceed and shorten the terms of those elected by four months.

Following a brief discussion, a majority of the Commission expressed consensus to move forward with Ballot Question D.

E. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property.

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of $750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Commissioner Shanetzky spoke in opposition to Ballot Question E.

Commissioners Plaut and Preston, Vice Mayor Hudak, and Mayor Drosky spoke in support of Ballot Question E.

F. Charter Review Board to Convene Every Ten Years.

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2035 and every ten years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter?

There were no objections from the Commission on Ballot Question F.

G. Amending Charter Section 11.01 Beach Area Development Regulations.

Charter Section 11.01 restricts development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio and lot coverage limits for such properties, mixed use and accessory use restrictions, and restrictions prohibiting rezoning to commercial. Shall the Charter be amended to remove only the floor area ratio regulations and the restrictions on mixed and accessory uses from the Charter?

In response to Commissioner Preston's question, Mr. Soroka confirmed that the proposed language would not affect the existing height and lot-coverage restrictions.

Commissioner Preston stated that he did not support changing the existing height limits or similar restrictions but favored providing developers with some flexibility.

Mr. Soroka stated that the proposed language does not amend, modify, or otherwise remove the existing height regulations.

Commissioner Shanetzky spoke in opposition to Ballot Question G.

In response to Commissioner Preston's question, Mr. Soroka stated that, in his opinion, removing the floor area ratio requirements would not affect the existing height limits. He reiterated that no amendments to the height restrictions were being proposed.

CITY COMMISSION BUSINESS - CONTINUED

Eric Power, Deputy City Manager, stated that the proposed amendments to the floor area ratio requirements would not allow a building to exceed the height limits established by the Charter.

Following a brief discussion, a majority of the Commission expressed consensus to move forward with Ballot Question G.

H. Amending Charter Section 11.02 Regarding Main Beach Parking Area Restrictions

Charter Section 11.02 restricts development on the City's main beach parking areas, including limiting permitted uses, restricting garage and parking space size, lot coverage, floor area ratio, and setbacks. Shall this Section be amended to remove the minimum parking space size requirements, the restriction on commercial use exceeding fifteen days annually, and the prohibition on use of this parking to satisfy other properties' parking requirements?

Commissioner Shanetzky spoke in opposition to Ballot Question H but supported increasing the number of days permitted for commercial use each year and recommended increasing the limit to 50 days.

In response to Commissioner Shanetzky's question, Mr. Soroka explained that the proposed ballot language would remove the 15-day annual limit on commercial use. He noted that the Commission could instead amend the language to establish a specific annual limit.

Commissioners Plaut and Preston, Vice Mayor Hudak, and Mayor Drosky spoke in support of Ballot Question H.

I. Four-Fifths Vote for Transition of Police or Fire Services.

Shall the Charter be amended to require that any future action by the City Commission to transition, transfer, contract out, consolidate, or otherwise assign, police or fire services from the existing provider to another governmental entity or agency, special district, or sheriff's office, be approved by an affirmative vote of at least four-fifths (4/5) of the City Commission?

Commissioners Preston and Shanetzky spoke in opposition to Ballot Question I.

In response to Commissioner Plaut's question, Mr. Soroka briefly reviewed the matters requiring approval by a four-fifths vote of the Commission.

Following a brief discussion, a majority of the Commission expressed consensus to move forward with Ballot Question I.

Mayor Drosky opened the public hearing on Item 1.

Ira Wechterman, 1423 E. Hillsboro Boulevard, Deerfield Beach, disagreed with statements that Deerfield Beach lacked an identity and spoke in support of retaining the existing height limits along the beach. He also expressed concern that many residents were unaware of what was happening within the City and stated that greater public awareness was needed.

Tom Connick, 411 E. Hillsboro Blvd., Deerfield Beach, spoke in opposition to the proposed ballot measures.

April Bolowich, 899 NE 4th Street, Deerfield Beach, spoke in opposition to the proposed ballot measures.

Sam Perks, 641 SE 20th Avenue, Deerfield Beach, spoke in opposition to moving the City's municipal elections from March to November.

CITY COMMISSION BUSINESS - CONTINUED

Howard Haimowitz, 536 NE 20th Avenue, Deerfield Beach, advocated for developing a master plan before amending Article XI and suggested limiting any future zoning changes to the affected beach area rather than the entire barrier island. He also proposed creating a Barrier Island Recreation District east of Ocean Drive and south of the Kirk Cottrell Pavilion and installing an art fence along the eastern edge of the Sunrider property. Lastly, he spoke in opposition to extending the Commissioners' terms.

Sophia Manolesco, 536 NE 20th Avenue, Deerfield Beach, noted the continued development of neighborhoods on the barrier island, including nine multifamily projects north of the bridge. She stated that there was no need to increase neighborhood density and opposed removing the existing floor area ratio protections; however, she supported creating a Recreation District, noting that the proposed area was well suited for improvements.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition to Ballot Question E.

Elinda Kiss, 627 Riverview Road, Deerfield Beach, spoke in opposition to amending Article XI.

Bob DiChristopher, 517 NE 6th Avenue, Deerfield Beach, asked whether approval of the proposed amendments to Section 11.01 would result in the affected regulations being governed by the Land Development Code.

Larry Koch, 1105 Little Harbor Drive, Deerfield Beach, stated that the City should establish a clear vision for the barrier island before amending Article XI; nevertheless, he supported Ballot Question G, noting that removing the floor area ratio requirements could facilitate responsible development and that mixed-use development could support local businesses, improve walkability, and reinforce the area's seaside village character. If the proposed ballot questions moved forward, he strongly encouraged the City to conduct public education sessions before the November election. Lastly, he spoke in opposition to Ballot Questions D, E, H, and I.

Jerry West, 514 NE 8th Avenue, Deerfield Beach, spoke in opposition to amending Article XI and moving the City's municipal elections from March to November.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in opposition to moving the elections from March to November.

Ellyce Miller-Plotkin, 1998 NE 7th Street, Deerfield Beach, expressed opposition to recent Commission decisions involving the Deerfield Beach Nature Center, improvements to the pier, and changes to the operation of the pier restaurant. She also opposed placing the proposed Charter amendments before the electors in November.

Marcia Wehr, 500 S. Ocean Way, Deerfield Beach, spoke in opposition to amending Article XI.

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, commented on the potential traffic impacts to the barrier island from new development in the Town of Hillsboro Beach. She then spoke in opposition to placing the proposed Charter amendments before the electors in November.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, expressed appreciation for the ideas presented during the workshops but raised concerns regarding several of the proposed Charter amendments. He requested that the City establish a plan before presenting the proposals to the electors.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to Ballot Question I, noting that it had not been considered by the Charter Review Board. He also commented on variances previously approved by the City.

Bernie Parness, 3074 Harwood F, Deerfield Beach, spoke in opposition to moving the elections from March to November.

CITY COMMISSION BUSINESS - CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, urged the Commission to consider the views of its constituents, stating that many residents opposed the proposed Charter amendments. She emphasized that the voters should determine the changes desired by the community and that the opinions expressed by those attending the meeting should be given consideration.

John Slattery, 1455 SE 5th Place, Deerfield Beach, questioned the urgency of placing the proposed Charter amendments on the November ballot and asked why they could not be considered during the March election.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of the proposed Charter amendments.

Brooke Meltzer, 4791 NW 18th Avenue, Deerfield Beach, requested that the proposed Charter amendments be placed on the March ballot to allow additional time for public education. She also recommended that the City first establish its municipal police and fire departments before considering a four-fifths voting requirement for future changes to those services.

Carrie Hellenbrecht, 884 NW 47th Street, Deerfield Beach, expressed disagreement with several of the proposed Charter amendments but stated that a silent majority existed within the City.

Mayor Drosky closed the public hearing.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Plaut, to approve Item 1 on first reading. Roll Call:

Yeas: 3 - Commissioner Plaut, Vice Mayor Hudak, and Mayor Drosky
Nays: 2 - Commissioner Preston & Commissioner Shanetzky

Commissioner Preston discussed the importance of listening to public comments and addressing residents' concerns regarding the decision-making process. He stated that the Commission had a responsibility to promote transparency, dispel misinformation, strengthen public trust, and encourage greater communication with residents.

Vice Mayor Hudak temporarily left the meeting at 9:20 p.m. and returned at 9:22 p.m.

Commissioner Shanetzky stated that the Charter Review Board served in an advisory capacity and that the Commission was responsible for evaluating its recommendations and determining what was in the City's best interest. He reiterated his concerns regarding moving municipal elections to November, extending the Commissioners' terms by 20 months, adding a four-fifths voting requirement for changes to police and fire services, and revising the Charter Review Board's recommendation concerning Article XI. He clarified that his comments addressed the Charter review process and were not intended as personal criticism of his colleagues.

Vice Mayor Hudak thanked the former Commission for establishing the Charter Review Board and recognized its members for their service. He noted that the electors had not been given an opportunity to consider amendments to the City Charter since 2003 and supported allowing the City's approximately 90,000 residents to determine matters affecting the future of municipal elections and the barrier island. He also discussed the historically low voter turnout and associated costs of March municipal elections, noting that November elections typically resulted in significantly greater voter participation.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 9:33 p.m. Voice Vote:

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

CITY OF DEERFIELD BEACH

_____
TODD DROSKY, MAYOR

_____
Heather Montemayor, CMC, City Clerk

Meeting Minutes

City Commission Workshop

Thursday, July 30, 2026	7:00 PM	Johnny L. Tigner Community Center

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Todd Drosky at 7:12 p.m., in the Johnny L. Tigner Community Center, Deerfield Beach.

Present:
Commissioner Tom Plaut
Commissioner Ben Preston
Commissioner Daniel Shanetzky
Vice Mayor Michael Hudak
Mayor Todd Drosky

Also Present:
City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION AGENDA

July 30, 2026

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

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

PRESENTATION

1. Presentation by the Broward County Solid Waste Authority regarding the Regional Solid Waste and Recycling Master Plan.

Mayor Drosky explained that the workshop was intended to provide the City Commission with information regarding the Broward County Solid Waste Authority Master Plan. He clarified that no formal action would be taken and advised that public comments would be received following the presentation and Commission discussion.

Sam May, Executive Director of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, stated that 26 municipalities had approved moving forward with the regional initiative. Thereafter, he introduced Daniel Deitch, Project Manager with SCS Engineers, who presented a PowerPoint Presentation outlining the Master Plan.

PRESENTATION - CONTINUED

Mr. Deitch provided an overview of Broward County's fragmented solid-waste system and the development of the long-range Master Plan. He stated that the plan was developed over approximately two years through technical analysis, public input, committee review, and coordination among Broward County and the participating municipalities. The plan was intended to reduce waste generation, increase diversion and recycling, preserve disposal capacity, improve cost predictability, and establish a coordinated regional approach to processing and disposal after materials are collected at the curb. Mr. Deitch emphasized that each municipality would retain control of its collection services, while the Authority's responsibilities would begin after collection and include regional procurement, processing and disposal contracts, recycling education, and the development of regional convenience drop-off centers for electronics, household hazardous waste, medical waste, textiles, and other materials not easily managed through curbside programs.

Mr. Deitch stated that Broward County remained heavily dependent on a landfill and the sole existing waste-to-energy facility within the County. He reported that the County's recycling rate was approximately 41% for 2025, remaining well below the State's 75% goal. With the required 80% population threshold reached, the Authority could proceed with solicitations for yard-waste processing, recyclable-material processing, and solid-waste transfer and disposal services. He explained that the proposed funding structure would transition from population-based contributions to a surcharge of approximately $2.22 per ton, equating to less than $3 annually for an average single-family household. Participating municipalities would have opportunities to withdraw at the end of 2027 and again in 2048, while maximum service charges and most-favored-nation pricing provisions were intended to provide additional protections. Mr. Deitch clarified that the Master Plan did not propose a new landfill or waste-to-energy facility.

In response to Commissioner Plaut's question regarding whether a centralized location would be established for all participating municipalities to deliver their waste, Mr. Deitch explained that the Authority's solicitations would address the transfer of recyclable materials and solid waste. He stated that the process would consider the capacity of existing transfer stations and transportation efficiency, with the goal of avoiding the need for collection vehicles to travel across the County to a single location.

In response to Commissioner Preston's question, Mr. Deitch explained that remaining independent could result in higher costs because the City would have limited disposal options and would negotiate based solely on its own waste volume. He stated that only one facility in Broward County would remain available for the disposal of Class I waste, while other options would require waste to be transported through transfer stations to landfills outside the County. By combining the waste tonnage of participating municipalities and offering long-term commitments, the Authority could attract greater competition, strengthen its purchasing power, and obtain more stable and predictable pricing.

Commissioner Shanetzky discussed the City's composting program, recycling drop-off center, transfer arrangement with Waste Connections, and approximately $300,000 contributed to the Authority since 2023. He noted that, should the City enter into the agreement, its estimated contribution would be approximately $116,000 for the first year and $84,000 annually thereafter through 2048. Commissioner Shanetzky requested clarification regarding the benefits received from the City's prior contributions, future drop-off-center locations, the City's ability to retain its existing facility, the Authority's involvement in the Monarch Hill landfill expansion, the ability to join the Authority at a later date, and Pompano Beach's participation status.

Mr. Deitch explained that the City's prior contributions supported development of the Master Plan, public education and outreach, technical and legal services, and the Authority's limited administrative operations. He stated that the locations of the regional drop-off centers had not been determined, although approximately eight facilities were anticipated. He further clarified that the City would not be required to close its existing drop-off center, if retaining it continued to meet the community's needs. Regarding Waste Connections, Mr. Deitch explained that the most-favored-nation provision was a contractual pricing protection and that no service provider would be excluded from responding to the Authority's solicitations. He also clarified that the Monarch Hill expansion was a separate matter involving Waste Management, Broward County, and the municipalities that chose to participate, and was not part of the Authority's Master Plan.

PRESENTATION - CONTINUED

Mr. May stated that the Authority would seek communities willing to host regional drop-off centers. He further explained that municipalities could seek to join the Authority after the established deadline, subject to conditions approved by the Governing Board. Mr. May stated that Pompano Beach was not a party to the original interlocal agreement and was monitoring the Authority's progress.

Vice Mayor Hudak stated that his questions had been addressed.

Mayor Drosky noted that Deerfield Beach operated its own collection system and used a nearby private transfer facility, making the City's circumstances different from those of many other municipalities. He asked how participation in the regional system could affect vehicle travel, staffing, fuel, equipment, and other operational costs; when the results of the procurement process would be available; and whether achieving the State's 75% recycling goal was realistic given contamination levels and the limited success of prior education efforts.

Mr. May stated that the City would retain control of its collection operations and level of service. He explained that the procurement process would evaluate existing transfer facilities and transportation needs with the goal of minimizing the operational and financial impact on participating municipalities. Mr. Deitch stated that the Authority expected to issue the solicitations in fall 2026 and, if the process proceeded as planned, anticipated having greater certainty by the end of the first quarter of 2027.

Mr. Deitch acknowledged that achieving the 75% recycling goal would be challenging and would require a sustained, comprehensive effort. He discussed continuing public education and outreach, partnering with schools and service providers, improving recycling-facility technology, expanding recovery of construction-and-demolition debris, and implementing oversight and quality control programs to reduce contamination. He emphasized that progress would require long-term coordination and continuous community engagement.

Mayor Drosky opened the workshop for public input.

David Ravanesi, Vice Mayor of the Town of Hillsboro Beach, supported regional cooperation and stated that smaller municipalities could benefit from shared purchasing power, consistent recycling education, and greater long-term cost control.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, discussed personal recycling practices, contamination, electronics and yard-waste recovery, and the cost of disposing of construction debris. He urged the Commission to obtain additional information before joining the Authority.

Tammi Letteri, 3302 Carambola Circle, Coconut Creek, asked about future opt-out provisions, the potential effects of State property-tax proposals, enforcement for recycling contamination, and equitable weight-based charges for construction debris.

Carrie Hellenbrecht, 884 NW 47th Street, Deerfield Beach, supported the Master Plan and stated that coordinated education, waste reduction, reuse, recycling, and combined purchasing power could reduce reliance on landfills. She encouraged the City to participate.

Linda Thompson Gonzalez, representing the League of Women Voters of Broward County, supported the Master Plan and emphasized the importance of coordinated education, construction-and-demolition debris recovery, diversion of reusable materials, and a unified countywide approach.

Inaudible, expressed opposition to incineration and requested clarity regarding whether a future solicitation could result in expanded or replacement waste-to-energy capacity and how related capital costs would be allocated.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, opposed participation, citing the prior expansion of the Monarch Hill landfill, concerns about the County's support for affected Deerfield Beach neighborhoods, outdated waste-generation assumptions, and the possibility of higher costs or reduced municipal control.

PRESENTATION - CONTINUED

Mike Ewall of the Energy Justice Network, asked how future repair, replacement, or expansion costs associated with the existing waste-to-energy facility would be addressed if its operator was selected through the procurement and whether municipalities would have contractual protection from substantial pass-through costs.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to adjourn the meeting at 8:50 p.m. Voice Vote:

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

CITY OF DEERFIELD BEACH

_____
TODD DROSKY, MAYOR

_____
Heather Montemayor, CMC, City Clerk

Meeting Minutes
Community Redevelopment Agency

Tuesday, June 9, 2026 **7:00 PM** **Commission Chambers**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Todd Drosky at 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:
Mr. Tom Plaut
Mr. Ben Preston
Mr. Daniel Shanetzky
Vice Chair Michael Hudak
Chair Todd Drosky

Also Present:
Deputy City Manager Eric Power
City Attorney Anthony Soroka
City Clerk Heather Montemayor - *via Zoom*

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - March 10 & 31, 2026.

MOTION was made by Vice Chair Hudak, seconded by Mr. Plaut, to approve the March 10 & 31, 2026 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

APPROVAL OF AGENDA

June 9, 2026

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

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

GENERAL ITEMS

1. Presentation by Xavier Cortada, Deerfield Beach Stars, regarding Public Art and Civic Engagement Initiative.

Michael Chen, CRA Director, stated that he has been working to develop a branding initiative to help support and drive activities along the S-Curve. Thereafter, he introduced Xavier Cortada, who presented various branding options and visions for the area.

Mr. Cortada, Cortada Studios, provided a brief overview of his background and professional credentials. Further, he highlighted a PowerPoint presentation outlining his vision for developing a branding strategy for the S-Curve, which includes the creation of a signature medallion piece, mural, sculpture, and clay art installations intended to establish a unique identity and strengthen the area's sense of place. Thereafter, he briefly described each proposed art installation, including sea star-themed lamp posts, painted bollards topped with sea stars, a sea star mural, and a vertical figure-eight sculpture featuring a QR code explaining its significance, the area's elevation of eight feet above sea level, and a map of Deerfield Beach. Mr. Cortada stated that the project has also been commissioned by Broward County's Art in Public Places Department. He explained that he visited 20 schools this year, where he collaborated with students to create murals and other works of art. Thereafter, he displayed examples of public art installations completed in other communities and explained how QR codes can make public art interactive and participatory by providing visitors with additional information and context. Mr. Cortada explained that his goal is to harness the power of art and the environment to help make the State of Florida more resilient. Thereafter, he displayed a map outlining the various locations for the art installations.

Continuing, Mr. Cortada outlined the preliminary budget, 55-foot-tall light pole sea stars - $35,000; engineering for tall light pole sea stars - $5,000; 40 small light post transformations - $50,000; underwater elevation sculpture - $50,000; sea star ceramic tile mural - $36,000; activation package - $14,000; project management - $27,750; contingency - $10,887.50; for a total project cost of $228,637.50. Thereafter, he outlined the project's preliminary timeline and recommended incorporating opportunities for public input throughout the planning and implementation process. Lastly, should the Board wish to move forward with the project, he would work with staff to refine the scope and proposed locations, seek input from the Public Art Committee, develop a final project package, and return with refined site locations, conceptual renderings, a proposed budget, and an implementation plan.

Vice Chair Hudak stated that incorporating public art along the beach has been one of his goals since 2019. Further, this is the first project he has seen that aligns with the City's vision, noting that its educational component makes it particularly meaningful.

Mr. Plaut expressed his support for involving the community throughout the project's development process. Thereafter, he provided a brief overview of the significance of the sea star and its connection to the proposed branding concept.

In response to Mr. Preston's question, Mr. Cortada replied that the sea star installations would not be illuminated; however, he believes the existing pole lights will enhance the artwork and create shadows and silhouettes that contribute to the overall visual experience. Further, he said additional lighting options could be explored during the next phase in the process.

Mr. Shanetzky expressed his support for the proposed project and emphasized the importance of community involvement throughout the process. Thereafter, he recommended considering the incorporation of terns and turtles into the overall design concept.

In response to Chair Drosky's question, Mr. Chen replied that funding is currently unavailable in this fiscal year's budget; however, he hopes to have a proposal prepared prior to discussions regarding the Fiscal Year 2027 budget.

Mr. Shanetzky recommended exploring a funding mechanism through the Florida Inland Navigation District (FIND) Program.

In response to Mayor Drosky's question, Mr. Chen replied that the primary objective of the FIND is the maintenance of waterways. Further, he agreed that the funding allocations for the current year have already been distributed and, at this time, there are no future projects proposed for consideration.

ADMINISTRATION

None.

BOARD COMMENTS

DISTRICT 1

International Fishing Pier - Vice Mayor Hudak requested that a display board be incorporated at the Pier highlighting the achievements and accomplishments of the City's Ocean Rescue Department.

Michael Chen, CRA Director, stated that this request can be accomplished.

Mayor Drosky recommended that Vice Mayor Hudak bring forward this item for consideration during the upcoming budget discussions.

Thereafter, the Board concurred with Vice Mayor Hudak's request.

DISTRICT 2 - *None.*

DISTRICT 3

Parking Study - Mr. Shanetzky recommended that a parking study be conducted, noting that additional parking considerations will be necessary to support the new museum.

DISTRICT 4 - *None.*

MAYOR - *None.*

PUBLIC COMMENT

Marcia Wehr, 500 SE 21st Avenue, Deerfield Beach, expressed support for public art and suggested incorporating dolphins into the proposed design concept.

Marcia Fernandez, 500 SE 21st Avenue, Deerfield Beach, expressed support for issuing a Request for Proposals (RFP) for dolphin-themed public art.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on common area maintenance (CAM) fees at the Cove Shopping Center and expressed concerns regarding the associated costs. Thereafter, he inquired as to when the Board would be making decisions regarding future projects.

ADJOURNMENT

MOTION was made by Vice Chair Hudak, seconded by Mr. Preston, to adjourn the meeting at 8:07 p.m. Voice Vote:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

_____
TODD DROSKY, CHAIR

_____
Heather Montemayor, Clerk

Meeting Minutes
Community Redevelopment Agency

Tuesday, August 11, 2026 | **7:00 PM** | **Commission Chambers**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Todd Drosky at 7:02 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:
Mr. Tom Plaut
Mr. Ben Preston
Mr. Daniel Shanetzky
Vice Chair Michael Hudak
Chair Todd Drosky

Also Present:
City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - June 9, 2026.

MOTION was made by Mr. Preston, seconded by Mr. Plaut, to approve the June 9, 2026 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

APPROVAL OF AGENDA

August 11, 2026

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

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

GENERAL ITEMS

1. **CRA Resolution 2026/005 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving and authorizing execution of an agreement with ER Tech Systems Group, Inc., d/b/a Broadcast Systems for the purchase and installation of a building access control system for the MODS Deerfield Beach Nature Center in an amount not to exceed $49,211.80, utilizing the terms of GSA Contract No. GS-07F-173GA; providing for an effective date.** *(Funds from Account #190-500-520-5200-000-55200-506304 - Infrastructure and Capital Improvements)*

The Resolution was read by title only.

Michael Chen, CRA Executive Director, provided a brief overview of the Item.

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

There was no discussion amongst the Board.

MOTION was made by Vice Chair Hudak, seconded by Mr. Preston, to approve Item 1, adopted CRA Resolution 2026/005. Roll Call:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

2. **CRA Resolution 2026/006 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving and authorizing execution of a work authorization with Bermello Ajamil & Partners, Inc., for extended construction administration services for the MODS Deerfield Beach Nature Center Project in an amount not to exceed $35,400.00; providing for implementation and an effective date.** *(Funds from Account #190-500-520-5200-000-55200-506304 - Infrastructure and Capital Improvements)*

The Resolution was read by title only.

Michael Chen, CRA Executive Director, explained that the architect's agreement had expired and that the amendment would extend the firm's services through the issuance of a Certificate of Occupancy (CO). He stated that the architect would continue reviewing change orders and approving draw requests to facilitate completion of the project.

In response to Commissioner Shanetzky's questions, Mr. Chen stated that a grand opening date had not yet been established; however, staff was developing a schedule now that the remaining scope of work had been identified. He explained that the CO application was anticipated by the end of September, with construction closeout occurring in October or November. The Museum of Discovery and Science (MODS) was expected to assume operations and open the Nature Center in mid- to late January. Staff anticipated holding several soft openings before a single grand opening. Mr. Chen added that Mr. Cox would provide the Board with a more definitive schedule in October. Further, he stated that discussions were ongoing regarding incorporating the portal as a public art display. He also noted an interest in connecting the S-Curve to the Nature Center.

Chair Drosky opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Vice Chair Hudak, seconded by Mr. Preston, to approve Item 2, adopted CRA Resolution 2026/006. Roll Call:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

3. **Presentation regarding the proposed Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget.**

Michael Chen, CRA Executive Director, displayed and reviewed the proposed budget. He noted slight increases in tax increment revenues and operating expenses from FY 2026 to FY 2027. The proposed budget included $15,000 for a redesigned Annual Report; and funding under Other Professional Services for potential charrettes with Cove businesses and other planning initiatives. The Commercial Façade Program allocation increased from $100,000 to

GENERAL ITEMS - CONTINUED

$500,000 in anticipation of additional applications, while the Art in Public Places allocation included Xavier Cortada's proposed Deerfield Beach Stars project. Mr. Chen explained that the capital projects budget included $1 million for capital improvements; $100,000 for engineering consulting services for the Cove; $130,000 for S-Curve pedestrian lighting and crosswalks; and $2.5 million for the MODS Deerfield Beach Nature Center. He stated that $895,000 remained on the Nature Center contract and that the CRA would be responsible for approximately $400,000 in retainage upon completion. He added that funding was allocated in FY 2027 for drainage improvements and other potential projects necessary to obtain a CO.

In response to Commissioner Shanetzky's questions, Mr. Chen stated that he had met with the Executive Director of the Florida Inland Navigation District (FIND) to discuss additional grant funding for programming and exhibits. Although no commitment was provided, the CRA was advised that it could apply for funding as appropriate. Mr. Chen explained that an application would be more favorably considered after the facility opened, when the completed project could be evaluated and compliance with the initial grant requirements confirmed. He added that, at this time, funding had not been allocated for a parking garage at the Cove.

Mr. Shanetzky noted that Freebee had previously been projected to become potentially self-sustaining by its third year through local business advertising and possible grant funding.

Mr. Chen stated that, based on his understanding, public transportation services of this nature would continue to require a subsidy.

In response to Mr. Shanetzky's question, Mr. Chen replied that the MODS would also allocate funding for the grand opening of the MODS Deerfield Beach Nature Center.

In response to Mr. Plaut's questions, Mr. Chen provided a brief update regarding the crosswalks in front of Tiara East. He also stated that repayment of the CRA's outstanding debt remained on schedule. He explained that a CRA's term is automatically extended when debt remains outstanding against its revenues; however, the repayment schedule had been structured so that the bond obligation would be satisfied upon the CRA's scheduled sunset.

In response to Commissioner Shanetzky's question, Mr. Chen confirmed that all overhead lights along the S-Curve were operational. He then provided a brief overview of the proposed extension of the bollard lighting.

Chair Drosky opened the public hearing.

Ryan Morgan, 860 SE 6th Avenue, Deerfield Beach, owner of Beach Rides USA, provided a brief overview of his business, discussed his interest in expanding the service to daytime hours, and asked the Board to consider opportunities for mutual support and collaboration.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked how the Board planned to allocate the CRA's remaining funds. He also commented on the management agreement with the MODS and the Freebee service. Lastly, he expressed concern that no funding had been allocated for common-area maintenance.

Chair Drosky closed the public hearing.

Mr. Preston expressed support for providing funding to Beach Rides USA and requested that staff work with the owner to identify opportunities for the Board to support the business.

Mr. Shanetzky agreed with Mr. Preston and noted that the vehicles could display advertisements, making the service a valuable promotional resource.

In response to Mr. Shanetzky's question, Chair Drosky stated that funding could be allocated; however, the budget was being presented for discussion, and each board member would need to meet with Mr. Chen regarding a proposed funding amount. He added that the Board had previously requested a business plan and budget from Mr. Morgan to support and justify any potential allocation.

Vice Chair Hudak supported allocating funding to assist Beach Rides USA, noting that the service could provide an advertising opportunity for the City.

ADMINISTRATION

None.

BOARD COMMENTS

DISTRICT 4

MODS Deerfield Beach Nature Center - Mr. Plaut expressed his excitement for the opening of the museum.

DISTRICT 2

MODS Deerfield Beach Nature Center - Mr. Preston requested that CRA staff address parking concerns with Cove business owners before the Nature Center opened. He further requested that a parking plan be developed, if one had not already been established, and presented at a future meeting.

DISTRICT 3

The Cove - Mr. Shanetzky noted that the proposed farmer's market would operate from October through May and that the Nature Center was projected to open in January. He expressed concern regarding the potential impact of operating both concurrently.

In response to Mr. Shanetzky's comments, Mr. Chen provided a brief overview of the potential charrettes with Cove business owners.

DISTRICT 1

MODS Deerfield Beach Nature Center - Vice Chair Hudak expressed his excitement for the project.

In response to Vice Chair Hudak's question, Mr. Chen replied that the time lapse camera has been stopped because the pole no longer exists; nonetheless, the drone sequences are available.

MAYOR

FIND - Chair Drosky requested that representatives from FIND be invited to the grand opening of the MODS Deerfield Beach Nature Center. He also noted that the City maintained seawalls at several small pocket parks along the east side of the Intracoastal Waterway and recommended applying for FIND grant funding to rehabilitate them.

Mr. Chen stated that he also intended to approach FIND regarding potential support for the S-Curve branding initiative. He noted that the initiative would need to be expanded to connect with the Intracoastal Waterway to qualify for consideration.

PUBLIC COMMENT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, requested that a Freebee representative provide an update regarding the service's progress.

ADJOURNMENT

MOTION was made by Mr. Preston, seconded by Vice Chair Hudak, to adjourn the meeting at 7:59 p.m. Voice Vote:

Yeas: 5 - Mr. Plaut, Mr. Preston, Mr. Shanetzky, Vice Chair Hudak, and Chair Drosky
Nays: 0

TODD DROSKY, CHAIR

Heather Montemayor, Clerk

AFRICAN AMERICAN HERITAGE BOARD

City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Tuesday, July 9, 2026
Johnny L. Tigner Center I 445 SW 2nd Street

CALL TO ORDER/ROLL CALL

Chair McMillon called the meeting to order on the above date at 6:40 p.m.

Present:	Chair McMillon Vice Chair Mitchell Mr. Hill Ms. Ffolkes
Absent:	Ms. Ferreiro (alternate) Ms. Rolle (alternate)
Also Present:	Greg Warner, Director of Parks & Recreation Vernon Neeley, Community Engagement & Special Events Coordinator Jessica King, Manager I of Special Events Milton Collins, City Attorney's Office Rodney Brimlow, City Manager

Approval of June 9, 2026, Minutes

MOTION was made by Vice Chair Mitchell, seconded by Mr. Hill, to approve the minutes as submitted. The motion PASSED unanimously.

COMMENTS FROM THE PUBLIC

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, commented on the Juneteenth event.

NEW BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator, provided an overview of the upcoming events.

JUNETEENTH DEBRIEF

Chair McMillon commented on a letter that was sent to the City Manager regarding event feedback, recommendations, and the respective roles and responsibilities of board members and city staff. Thereafter, Chair McMillon invited the members to share their feedback and observations from the event.

Ms. Ffolkes stated that she enjoyed the museum and the short films presented during the Thursday evening event, noting they were a welcome addition and that the presentations highlighted the community, which she appreciated. Although she was disappointed by the low attendance, she expressed satisfaction with the educational component of the second day's event. Ms. Ffolkes also commented that the event planning process could be improved by

incorporating greater structure, such as establishing deadlines, identifying priorities, and adhering to a defined planning process rather than becoming bogged down in back-and-forth discussion.

Mr. Hill stated that he did not feel included in the planning discussions and instead felt as though he was on the outside offering ideas. He expressed that each board member should have a defined role and be kept informed throughout the planning process. Thereafter, Mr. Hill distributed a handout to staff and board members outlining the radio station's advertising rates and reviewed several of the available advertising options. He also recommended that staff provide follow-up updates when communicating on behalf of the Board, that board members receive a map of the event layout in advance of the event, and that the smaller stage performances be relocated to or in front of the main stage.

Vice Chair Mitchell stated that she enjoyed the films shown during Thursday evening's event but would have liked to see greater community involvement. She expressed concerns regarding insufficient advertising, the dates selected for the event, and the lack of community awareness regarding the family tents. Vice Chair Mitchell also suggested inviting additional vendors to increase participation and foot traffic, incorporating more gospel music into the event lineup, and improving the overall event planning process.

Chair McMillon stated that she enjoyed the films presented during Thursday's event but believed the event may have been more successful if it had taken place on the same day as the festival. She expressed disappointment that the African American Library was unable to participate. Chair McMillon stated that she believes the primary issue is the event planning process and expressed her hope that the Board can continue to provide a greater representation of the community's voices and perspectives.

Thereafter, discussion ensued regarding the event budget, including the costs associated with items such as sound and lighting, crafts, and entertainment. Some board members expressed concerns that certain aspects of the panning process and event selections appeared to have been considered as an afterthought rather than incorporated into the overall event planning strategy.

In response to the discussion and feedback provided by board members, Greg Warner, Director of Parks & Recreation, assured the Board that the concerns expressed were not reflective of the level of effort and dedication provided by staff. He emphasized that staff takes the event seriously and devotes significant thought, time, and attention to the planning process. Mr. Warner stated that Juneteenth was discussed over the course of at least nine meetings, with several meetings extending until 9:00 p.m. He suggested that, moving forward, it may be beneficial for him and the Chair to help redirect discussions and keep meetings focused when conversations move off topic.

Chair McMillon requested that board members receive a planning agenda and run of show earlier in the process, as she believes having a better understanding of the event format, schedule, and execution plan would be beneficial.

. Ms. Ffolkes stated that establishing timelines, setting deadlines, and maintaining more discipline in keeping discussions focused could further improve the event planning process.

Rodney Brimlow, City Manager, shared three planning tools that staff could provide to assist the Board with future event planning: an event space map, a budget template that includes the prior year's expenses as a guideline along with space to identify current budget expectations, and a run-of-show outline. Lastly, he stated that recommendations developed by the Board would ultimately be subject to final approval by the City Commission.

Chair McMillion reopened the public comment.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, suggested that a community survey be distributed in advance of the event to gather input regarding what residents would like to see included.

Ms. Ffolkes recommended utilizing the results from the previous year's survey as a resource to assist the Board with planning future events.

Thereafter, discussion transitioned to next month's meeting. Staff requested that members come prepared with ideas and encouraged them to submit major items, such as musical talent, keynote speakers, and other significant event components, via email so staff could begin the planning process for the MLK event. Staff explained that recommendations would need to be presented to the City Commission for approval, with the submission deadline anticipated to be the September board meeting.

Chair McMillon encouraged board members to consider ideas and suggestions for the upcoming events and to submit their feedback to Vernon Neeley, Community Engagement & Special Events Coordinator, via email.

BOARD MEMBER REPORTS

None.

COMMENTS FROM THE ATTORNEY

None.

NEXT MEETING

Chair McMillon stated that the next meeting will be held on Thursday, August 13, 2026, at 6:30 p.m. at the Johnny L. Tigner Center.

ADJOURNMENT

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ffolkes, to adjourn the meeting at 8:28 p.m. The motion PASSED unanimously.

Minutes Approved _____ **Date** 8/13/2026

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

July 28, 2026

Special Magistrate Andrew Dunkel, in the City Commission Room, called the meeting to order at 11:00 AM.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Hector Barrett, Code Compliance Inspector
Kyle Riquelme, Code Compliance Inspector
Katherine Delve, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jehu, Baptiste, Code Compliance Inspector
Chandler Volel, Code Compliance Inspector
Jake Smilen, Code compliance Inspector
Blake Tedim, Code Compliance Inspector

For the record, Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

Tab#	Case Nr.	Owner Address	Property Address	Violation	Disposition
1	25100002	MONTEMARANO,JOHN MONTEMARANO,JACQUELINE	512 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION
2	25120011	1156 HILLSBORO INVESTMENTS LLC	1156 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE 1.1 Fire extinguisher(s) need service.	RESPONDENT WAS NOT PRESENT EXTENDED TO 8-21-2026
3	26040001	DASILVA,MANOEL M H/E DASILVA,VIRGINIA R	4000 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST
5	26050064	TAVERA ROMERO,JOSE GERMAN RODRIGUEZ MENDOZA,CARMEN ARELY	601 NW 37 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026

				ENFORCEMENT Section 98-113(a) Building permits	$150 PER DAY $80 PROSECUTION COST
6	26050066	CROWN USA INVESTMENTS CORP	833 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026 $150 PER DAY $80 PROSECUTION COST
8	26050056	RODRIGUEZ MENDOZA,CARMEN ARELY TAVERA ROMERO,JOSE GERMAN	429 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS RTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026 $150 PER DAY $80 PROSECUTION COST
23	26050034	SAN BRIANA AT CRYSTAL LAKES HOMEOWNERS ASSOC INC.	4115 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape area	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026 $150 PER DAY $80 PROSECUTION COST
24	26050120	MARTINEZ,MARIA	4347 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026 $150 PER DAY $80 PROSECUTION COST
27	26050125	CHARLES,ROSILLA & KHARI	4410 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-25-2026
32	26050084	TORRES,CAROLINE MIRABAL	4311 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-25-2026

				MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	
35	26040052	BURKE,SHENEKA	4335 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST
36	26050019	CHERNIAEV,KIRILL	146 NW 41 CT, UNIT 27, DEERFIELD BEACH, FL 33064 27	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT VACATED FINAL ORDER
37	26040056	NOTHE,JAMES M & LUCINDA A JAMES M NOTHE REV TR ETAL	4065 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINES CERTIFIED AS OF 7-24-2026 FOR $150 PER DAY
40	26030137	1660 SE 3RD CT LLC	1660 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Chapter 78 - COMMUNITY APPEARANCE BOARD; Sec. 78-6.(a-c) - Submission of plans and specifications.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-25-2026
42	26050097	INNOCENT,VILNEY J	351 SW 14 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT-VILNEY INNOCENT FINAL ORDER ISSUED COMPLY BY 8-21-2026 $125 PER DAY PER VIOLATION $80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED-STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	
44	26040016	FTL 806 STORAGE LLC	721 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS NOT PRESENT FINES CERTIFIED AS OF 7-24-2026 FOR $150 PER DAY PER VIOLATION

				ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	
45	26030184	R REAL SERVICES LLC	530 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST
47	26030082	2281 DEERFIELD BEACH FL LLC	2281 W SAMPLE RD, DEERFIELD BEACH, FL 33073	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT WAS NOT PRESENT FINES IMPOSED 7-24-2026 FOR $150 PER DAY
51	26050065	716 53 ST LAND TR GROSS,NATHAN TRS	1280 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST
54	26050017	ISAACS,MICHAEL SALAZAR,SILVIA ETAL	541 SE 17 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2)	RESPONDENT WAS NOT PRESENT FINES IMPOSED 7-24-2026 FOR $150 PER DAY

				Vacation Rental Registration Requirement	
55	26050028	LEONARD ASSOCIATES INC	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS 7-24-2026 FOR $150 PER DAY
56	26050011	LEONARD ASSOCIATES	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS 7-24-2026 FOR $150 PER DAY
57	26010003	ZWASKA,THOMAS R	325 SW 34 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST
61	26050043	PARK MANOR FL LAND TR EQUINOX REALTY HOLDINGS LLC TR	5270 NE 8 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY PER VIOLATION $80 PROSECUTION COST
63	26030189	PHAM,DUNG THI	4256 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS PRESENT-PHAM, DUNG THI FINES CERTIFED 7-24-2026 FOR $150 PER DAY

64	26030198	PETERSON,JOHN C H/E SURIANO-PETERSON,PAULA	812 SE 10 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST
81	26040012	CHRISTMAS,DELORIS	416 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- DELORIS CHRISTMAS FINAL ORDER ISSUED COMPLIY BY 8-21-2026 $150 PER DAY $80 PROSECUTION COST
82	26040128	CAREY,JOYCE L	1201 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- JOYCE CAREY FINAL ORDER ISSUED COMPLIY BY 8-21-2026 $150 PER DAY $80 PROSECUTION COST
83	26040119	356INVI LLC	432 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST

91	26050136	EL FADEL,TINA BRAID,SCOTT	102 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT CONTINUED TO 8-25-2026
95	26050107	BAPTISTE,EDNER JEAN DUPRE,ENDRAISE	681 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2006. $150 PER DAY $80 PROSECUTION COST
96	26050115	CAMBRONNE,PIERRE & GLADYSCAMBRONNE,MIRIAM	761 NE 43 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2006. $150 PER DAY $80 PROSECUTION COST

				or storage for over 72 hours restricted.	
97	26050099	WILLIAMS,CHARLES	369 SW 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2006. $150 PER DAY $80 PROSECUTION COST
99	26050101	IONISE GUILHEN MARTIN REV TR MARTIN,IONISE GUILHEN TRSTEE	5321 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED-STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2006. $150 PER DAY $80 PROSECUTION COST
102	26060051	RADAK,MARC	1648 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST
103	26050079	ETA 919 LLC	919 SE 17 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST

104	26030140	MCKEE,ANNETTE & RICHARD	248 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-24-2026 FOR $150 PER DAY PER VIOLATION
105	26030116	VOLTAIRE,MIRTHA & INNOCENT	1320 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-24-2026 FOR $150 PER DAY PER VIOLATION
106	26030125	AARON,WALTER L	1350 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT ARON WALTER CONTINUED TO 8-25-2026

110	26060037	SANCHEZ,JOSUE ELIAS	1430 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT JOUSE SANCHEZ CONTINUED TO 8-25-2026
113	26050074	FONSECA,HESSLER E	520 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Sec. 46-22. - Recreational use of motorized vehicles on residential property	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST
114	26050014	SUN AUTO COMPLETE SUPPLIES INC	1313 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-25-2026
115	26050030	CLEMONS,RENEA	4921 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST

				or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
117	26040159	SCHOOL BOARD OF BROWARD COUNTY ATTN:FACILITY MANAGEMENT	651 NE 1 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6)	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST
118	26050114	MH 308 SE LLC	308 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6)	RESPONDENT WAS PRESENT-NADAV HOURI FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY PER VIOLATION $80 PROSECUTION COST

119	26050038	NY DEERFIELD HOLDINGS LLC	1974 NE 5 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS PRESENT CONTINUED TO 8-25-2026 PARKING LOT CRITERIA WAS DISMISSED
120	26050080	ROBINSON,JOHNIE JR	225 SW 8 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES SECTION . 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. – GENERALLY Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-21-2026. $150 PER DAY $80 PROSECUTION COST
121	26010058	FRENCH,JOHN K & VELIA M	540 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH $80 PROSECUTION COST

122	26050016	BOVA,VICTOR	900 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT EXTENDED TO 8-21-2026
123	25070025	MOORER,MARGARET F MOORER,EPHRAIM ETAL	417 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-24-2026 FOR $150 PER DAY
124	26010051	BACSIK,DOREEN M BACSIK,KATHLEEN M	4541 NW 13 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-24-2026 FOR $150 PER DAY
125	26050050	LIPSKAR,CHAIM ZVI LIPSKAR,NECHAMA DEENA	63 SE 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES Sec. 34-36. - Maximum noise level by receiving land use unit and measurement period	RESPONDENT WAS NOT PRESENT CERTIFIED FINES OF $15,000

A	16050037	MATHIEU,LUZANNE	4751 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape area Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160. -Parking or storage for over 72 hours restricted. Chapter 46 - OFFENSES Section 46-28.(a) - Storage of materials.	RESPONDENT WAS NOT PRESENT IMPOSITION OF FINE AND CLAIM OF LIEN WAS VACATED
B	26020119	ATTIA,GIL	305 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (1) -	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-25-2026

				Minimum standards for interior structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (3) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	
C	20110057	BROOKS,ALTA LE MCDONALD,LINDA	1211 SW 11 AVE, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards.	RESPONDENT WAS PRESENT-LINDA MCDONALD FINES MITIGATED FOR $1,650 TO BE PAID BY AUGUST 25, 2026

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
D	24100130	JORDAN,JUSTIN A	868 SE 12 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD	RESPONDENT WAS PRESENT JUSTIN JORDAN FINES MITIGATED FOR $26,000 TO BE PAID BY 2-23-2027

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA

_____ _____

Andrew Dunkel, Special Magistrate Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

August 11, 2026

Special Magistrate Andrew Dunkiel, in the City Commission Room, called the meeting to order at 11:00 a.m.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Hector Barrett, Senior Code Compliance Inspector
Kyle Riquelme, Senior Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jay Baptiste, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Chandler Volel, Code Compliance Inspector
Jake Smilen, Code Compliance Inspector
Blake Tedim, Code Compliance Inspector

For the record, Paulette Sybron, Special Magistrate Clerk swore in the attendees.

Tab #	Case #	Owner's Name	Property Address	Violation	Disposition
3	26050091	LAKE ISLAND RENTALS LLC	304 NW 43 ST, DEERFIELD BEACH, FL 33064		RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED $80 PROSECUTION COST
				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	COMPLY BY 9-4-2026 $150 PER DAY
				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	COMPLY BY 9-4-2026 $150 PER DAY
				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	COMPLY BY 9-4-2026 $150 PER DAY
				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 94-8(b)(1) ELECRIC LIGHT AND VENTILATION REQUIREMENTS	COMPLY BY 9-4-2026 $100 PER DAY
				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	HEALTH & SAFETY COMPLY BY 8-18-2026 $500 PER DAY
5	26070164	CALDWELL, JERRY	203 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JERRY CALDWELL CONTINUED TO 9-8-2026
6	26070259	DUARTE SANTOS, JULIANA	821 NE 43 CT, DEERFIELD BEACH, FL 33064		RESPONDENT WAS PRESENT – JULIANA DUARTE SANTOS FINAL ORDER ISSUED

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 94-8(b)(1) ELECRIC LIGHT AND VENTILATION REQUIREMENTS Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	$80 PROSECUTION COST COMPLY BY 9-8-2026 $150 PER DAY HEALTH & SAFETY COMPLY BY 8-21-2026 $1,000 PER DAY HEALTH & SAFETY COMPLY BY 8-21-2026 $1,000 PER DAY
13	26030047	CROWN USA INVESTMENTS CORP	835 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 8-7-2026 FOR $150 PER DAY PER VIOLATION
14	26030081	VAKBNB LLC	262 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 8-7-2026 FOR $150 PER DAY
15	26030114	BIENAIME, DONALD H/E PAUL BIENAIME, BERTHUDE	125 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 58 - SOLID WASTEARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST
17	26050020	FIFTEENTH STREET INVESTMENTS LLC	147 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 102 – SIGNS Section 102-7. (15)- Certain sign or sign structures prohibited. Chapter 102 – SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT WAS NOT PRESENT CONTINUED TO 11-3-2026

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
32	26060130	DITTA, VINCENT	1430 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(3) - Growth of plants and placement of objects in the right-of-way.	RESPONDENT WAS PRESENT – OWNER FINAL ORDER ISSUED COMPLY BY 10-2-2026 $100 PER DAY $80 PROSECUTION COST
33	26060196	LOPEZ, JUAN	278 NE 42 CT, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-143(a-g) - Registration of abandoned real property. Added	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 8-7-2026 FOR $150 PER DAY
34	26070211	JERKINS, JOAN & POITIER, SEBREN E	331 SW 1 TER, UNIT 1-4, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING 94-8(j)(1) Sec. 94-8. - Minimum standards for interior of structures Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (e)- Minimum standards for maintenance of premises. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 94-8(b)(1) ELECRIC LIGHT AND VENTILATION REQUIREMENTS	RESPONDENT WAS NOT PRESENT HEALTH & SAFETY FINAL ORDER ISSUED COMPLY BY 8-21-2026 $500 PER DAY PER VIOLATION $80 PROSECUTION COST
35	26040074	MARITHA N DESIR REV TR DESIR, MARITHA N TRSTEE	3880 NW 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160	RESPONDENT WAS NOT PRESENT

				(a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	FINES IMPOSED AS OF 8-7-2026 FOR $150 PER DAY PER VIOLATION
38	26050058	SLAVIN, DAVID A	623 DEER CREEK HOLLOWS CIR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances.	RESPONDENT WAS NOT PRESENT CONTINUED TO 10-6-2026
39	26060053	STERLING PROPERTIES FL LLC	1701 GREEN RD, DEERFIELD BEACH, FL 33064 #B	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY $80 PROSECUTION COST
41	25020042	FIFTEENTH STREET INVESTMENTS, LLC	167 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-30-2026
42	25060112	MOURAO, EDUARDO A EDUARDO A MOURAO REV LIV TR	3321 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-30-2026

				REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	
43	25080002	CORTES ESPINOSA, FERNANDO CORTES, JESSICA	4040 EASTRIDGE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-30-2026
44	25120075	G&C HILLSBORO INVESTORS LLC	700 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-30-2026
45	25120076	G&C HILLSBORO INVESTORS LLC	700 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-30-2026
46	25120086	FIRST SA LLC	5001 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-30-2026
56	26060044	HO, DUC HO, JENA P	3271 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST
63	26040076	DONOHO, DREW	817 SE 15 CT, DEERFIELD BEACH, FL 33441	Chapter 14 – BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) – Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – DREW DONOHO CONTINUED TO 9-8-2026
64	26050051	JACKSON, ROBERT LEROY RANDOLPH, VERNEE	3950 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – VERNEE RANDOLPH CONTINUED TO 9-8-2026

65	26050060	MACK, WILLIE EUGENE MACK, DAVID JUNIOR	5350 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT – DAVID MAC EXTENDED TO 9-4-2026
67	26050108	MORAES, SIMONE	670 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY $80 PROSECUTION COST
68	26050109	CORNEJO, ALVARO M	671 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY $80 PROSECUTION COST
69	26060031	ST FLEUR, MARIE JOCELINE H/E ALEXIS, EDOUARD	1201 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY $80 PROSECUTION COST
70	26060034	SPIROPOULOS, CHRISTOPH SPIROPOULOS, LAUREN	1477 SE 4 AVE, DEERFIELD BEACH, FL 33441	FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-21-2026 FOR $150 PER DAY
72	26060045	PENETUS, BESELINDA H/E THEOC, ROSICLAIRE	520 SW 11 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS PRESENT – BESELINDA PENETUS CONTINUED TO 8-25-2026
73	26060047	VALDEZ, EDGARDO	821 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST
76	26060059	MENJIVAR, JOSE DE PAZ EST	4441 NE 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
82	26060081	BIEN-AIME EMMANUEL, MARIE H	1250 SW 11 AVE, UNIT A-B, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST
84	26060092	ERLI & IVELINE RIBEIRO REV TR RIBEIRO, ERLI & IVELINE TRSTEES	289 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – ERLI RIBEIRO CONTINUED TO 9-8-2026
108	26060021	AMPARO, EVARISTO ODALIS PERALTA, YECENIA CANDELARIA	1316 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST
109	26060022	ALLEN, MARTHA W	5010 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	$80 PROSECUTION COST
110	26060024	PENTHIEVE, GREGORY	4700 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-4-2026 $150 PER DAY PER VIOLATION $80 PROSECUTION COST
113	26080004	CARRIE, GUIMS CARRIE, MIRLANDE	5301 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES SECTION . 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY	RESPONDENT WAS NOT PRESENT ABATEMENT GRANTED
118	25070025	MOORER, MARGARET F MOORER, EPHRAIM ETAL	417 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 5-4-2027
36	26050011	LEONARD ASSOCIATES INC	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	REQUEST TO VACATE IMPO - GRANTED

116	23020004	NEWPORT CENTER PLAZA CONDO ASSOCIATION	E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	REQUEST TO VACATE FO - GRANTED
119	26050017	ISAACS, MICHAEL SALAZAR, SILVIA ETAL	541 SE 17 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	REQUEST TO VACATE IMPO - GRANTED
120	24020027	HARVEST INVESTMENT INTERNATIONAL INC	1544 SE 3 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	REQUEST TO VACATE IMPO - GRANTED
117	26060061	ACCIUS, WILNER H/E ACCIUS, ALITA	4131 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026
107	26050126	INTRACOASTAL HOUSE CONDOMINIUM ASSN INC	629 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026
111	26060084	FYR SFR BORROWER LLC %HAVENBROOK HOMES	300 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026
105	26040024	BUCCARELLI, MICHAEL H/E DOHERTY, AMY	1272 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026
37	26050053	LEONARD ASSOCIATES INC	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026

55	26060001	179 SE 2ND STREET LLC	179 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026
81	26060070	HILLSMAN, WAYNE C & VALVERY	4500 NE 1 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-8-2026

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Andrew Dunkiel, Special Magistrate Date

COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
July 22, 2026

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 6:30 p.m. in the City Commission Chambers, Deerfield Beach, by Vice Chair Richards.

Roll Call:

Present: Stephen Cherry
Lester Gerson
Jack Hugentugler
Jason Leet
Janelle Richards, Vice Chair

Also Present: Ramsay Bulkeley, Director of Planning and Development Services
Daniel Mantell, Planning and Zoning Manager
Emily Cortes, Planner II
Anthony Soroka, City Attorney
Aaron Maraj, Assistant City Clerk

Absent: James Giasullo, Jr., Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Leet, to approve the June 24, 2026, meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

#7245 1660 SE 3rd Painting Exterior
1600 SE 3rd Court
Paint Change

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

Elyshia and Kelley Allen, applicants, presented their application, which included an exterior paint color scheme.

Emily Cortes, Planner II, outlined staff's comments: 1) the property is within a global building district which permits light building colors, such as pale yellow, white, eggshell, beige, coral, mint/pale greens, and pale blues; 2) per Section 102-7(a), artwork or graffiti is not permitted signage except where approved by an artwork permit application; and 3) per Section 14-132, "artwork" does not include directional elements, such as signage or graphics. Further, she explained that the proposed black and red are not

compatible colors and the pizza design is considered an advertisement; therefore, the proposed pizza signage is not permitted as artwork.

In response to board member questions, the applicants replied that there are other businesses in The Cove that are not aligned with the City's current code requirements.

Anthony Soroka, City Attorney, stated that some of the businesses may have been pre-existing or done prior to the architectural design standards that are now in place.

After a brief discussion, the Board expressed concerns regarding the amount of black used in relation to the building's footprint. The Board also commented on the color scheme of surrounding buildings and discussed the use of multiple building colors throughout The Cove, noting that the businesses are individually owned, which contributes to varying building colors and architectural appearances.

In response to board member questions, Ms. Cortes replied that a variance cannot be granted for prohibited items.

Mr. Soroka stated that the pizza painting is prohibited; therefore, neither staff nor the Board has the authority to approve something that is prohibited by the Code.

Thereafter, discussion ensued regarding alternative paint color options.

Mr. Hugentugler made a motion, seconded by Mr. Leet, to approve Item #7245 with the following stipulations: 1) pizza above the storefront to be painted with Benjamin Moore Cloud White (No. 967); 2) the primary color Cloud White needs to encompass more than 75% of the façade; 3) the accents or secondary color black can cover up to 25% of the façade; and 4) the percentages are to be confirmed by City staff. The motion CARRIED by unanimous vote.

#7249 Geneva Warehouse Conversion
2150 SW 10th Street
Minor Site Plan

Aaron Goldberg, 2150 SW 10th Street, Deerfield Beach, and Miguel Cabrero, 9851 NW 58th Street, Doral, applicants, presented their application, which included the installation of one additional rollup door.

Mr. Leet made a motion, seconded by Mr. Hugentugler, to approve Item #7249, as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

New Board Member - Anthony Soroka, City Attorney, welcomed Lester Gerson to the Board.

Comments by Deerfield Beach Planning and Development Services Department

New Board Member - Daniel Mantell, Planning & Zoning Manager, welcomed Lester Gerson to the Board.

Next Meeting - Mr. Mantell stated that the next meeting will occur on August 12, 2026.

Comments by the Board Members

In response to Mr. Leet's comments, staff provided a brief overview of the Cove Overlay District. Staff

also discussed the City's enforcement approach regarding businesses that do not comply with the applicable codes.

Attorney Soroka, City Attorney, explained that, for buildings constructed prior to the implementation of the City's 2009 Cove Overlay District requirements, the updated standards generally are not enforced unless certain triggering events occur, such as a change in use, occupancy by a new business, or structural modifications requiring a permit or certification. He explained that any of these actions would prompt a review to determine whether compliance with the current requirements is necessary.

Adjournment

Mr. Cherry made a motion, seconded by Mr. Hugentugler, to adjourn the meeting at 7:06 p.m. The motion CARRIED by unanimous vote.

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Janelle Richards, Vice Chair
Community Appearance Board

COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
August 12, 2026

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 6:40 p.m. in the City Commission Chambers, Deerfield Beach, by Board Member Cummings.

Roll Call:

Present: Stephen Cherry
Joseph Cummings, Alternate
Lester Gerson
Jason Leet

Also Present: Daniel Mantell, Planning and Zoning Manager
Emily Cortez, Planner II
Melissa Torres, Planner I
Anthony Soroka, City Attorney (arrived at 6:53 p.m.)
Aaron Maraj, Assistant City Clerk

Absent: James Giasullo, Jr., Alternate
Jack Hugentugler, II
Janelle Richards, Vice Chair

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Leet made a motion, seconded by Mr. Cherry, to approve the July 22, 2026, meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

#7251 La Cote Condominium
180 SE 20 Ave.
Paint Change

Melissa Torres, Planner I, displayed plans and images submitted by the applicant.

Robert Fonda, representing the applicant, presented the proposed exterior paint color scheme, which included Benjamin Moore's Oystershell for the building's body, Old Blue Jeans for the trim, and Bright and Early as the accent.

In response to Mr. Cummings' question, Mr. Fonda replied that the upper portion of the building and the fascia will be painted the color Old Blue Jeans all the way to the top.

In response to Mr. Cummings' question, Melissa Torres, Planner I, clarified that the application did not

involve a code compliance issue and that the proposed colors complied with the applicable ordinance.

Mr. Leet made a motion, seconded by Mr. Cherry, to approve Item #7251 as submitted. The motion CARRIED by unanimous vote.

#7252 Charm City Façade Change
1136-1140 East Hillsboro Blvd.
Minor Site Plan

Emily Cortez, Planner II, displayed plans and images submitted by the applicant.

Nicole Franzese, representing the applicant, provided an overview of the project. She explained that the applicant proposed unifying three tenant bays under a single new sign and modernizing the existing building with coastal design elements. The proposed improvements included tile on the existing fascia, adding foam Bora Bora blue fins above the accent area, applying vertical stucco banding along the sides of the building, and constructing an aluminum rooftop screening system to conceal air conditioning units, mechanical equipment, and utilities.

In response to Mr. Gerson's question, Ms. Franzese clarified the proposed location of the tiles.

In response to Mr. Gerson's question, Dnaiel Mantell, Planning and Zoning Manager, stated that the proposed aesthetic would be consistent with a future proposal involving five or six tenant spaces.

In response to Mr. Cummings' question, Ms. Cortez, confirmed that the proposed color palette complied with the applicable code requirements for buildings within the Cove Overlay District.

Mr. Leet made a motion, seconded by Mr. Gerson, to approve Item #7252 as submitted. The motion CARRIED by unanimous vote.

#7253 Hose McCann Telephone Co.
1241 W. Newport Center Drive
Major Site Plan

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

Shane Ames, representing the applicant, provided an overview of the proposed expansion of the existing two-story manufacturing facility. He explained that the design improvements included adding a ribbon element along the front of the building, repainting the entire structure, and incorporating accent colors. The proposed color scheme consisted of light silver grey as the primary color, the company's custom blue as the secondary color, and dark grey as an accent color along the upper portion of the building.

Mr. Leet made a motion, seconded by Mr. Cherry, to approve Item #7253 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

In response to a question from Daniel Mantell, Planning and Zoning Manager, Anthony Soroka, City Attorney, recommended placing the selection of the Chair on the next agenda for the Board's consideration.

There was no objection from the Board.

Next Meeting - Mr. Mantell stated that the next meeting will occur on August 26, 2026.

Comments by the Board Members

Mr. Cummings thanked the Board for their support in his continued service on the Board.

Mr. Cherry advised the Board that he would be unavailable during the first half of September.

Adjournment

Mr. Gerson made a motion, seconded by Mr. Cherry, to adjourn the meeting at 7:00 p.m. The motion CARRIED by unanimous vote.

_____

Janelle Richards, Vice Chair
Community Appearance Board

Regular City Commission Meeting - September 9, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Wednesday, September 9, 2026, 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 September 9, 2026, 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 September 9, 2026 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**, which now requires participants to authenticate before joining meetings. Please follow the steps below to ensure you can access the meeting without delay.

Before the Meeting

- Ensure you have a Zoom account. **You can sign up for free.**
- Download or update the Zoom application at www.zoom.us if you do not already have it.

Joining the Meeting

1. Click the Zoom meeting link provided below.
2. When prompted, **sign in to your Zoom account**.
3. If you are not already signed in, Zoom will redirect you to log in.
4. After signing in, you will automatically be admitted to the meeting.

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on September 9, 2026.

i. Use the following link below to access the meeting via Zoom:
https://deerfield-beach.zoom.us/j/87559311381?pwd=GDhKkfarowbDGTEQ540rPARYiLDVy0.1

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: (305) 224-1968, Meeting ID: 875 5931 1381#, Participant ID: #, Passcode: 073106#

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 September 9, 2026, 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 via Zoom, please complete the attached comment card, and e-mail it to the City Clerk at web.clerk@deerfieldbeachfl.gov prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

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.



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____ **Public Comment: (Circle one) YES/NO**

If you wish to address the City Commission, please provide the below required information:

Name: _____

Address: _____

You may also provide the following optional information, so staff may contact you, if necessary:

Phone and/or E-mail Address (optional): _____

***NOTE: You have 3 minutes to speak. TIME IS NOT TRANSFERRABLE.**

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that 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.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-489

Agenda Date: 9/9/2026

Status: BUDGET & MILLAGE PUBLIC HEARINGS

In Control: City Commission

Title
ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set second public hearing for September 14, 2026

Voting Requirement
Adoption requires a 4/5 vote of the City Commission on Second Reading.

Background/History
In accordance with Section 200.065, F.S., during the City Commission meeting of September 9th, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the FY27 budget and the purposes for which ad valorem tax revenues are being increased. The agenda also includes a public hearing on the FY27 proposed budget. During the budget hearings, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adopting any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget.

Current Activity
The FY2027 total proposed millage rate of 6.1642 mills represents a decrease from the prior fiscal year's legally adopted total millage rate of 6.1729.

The FY2027 proposed operating millage rate of 6.0018 mills represents no increase from the prior year's operating millage rate of 6.0018. The operating millage rate of 6.0018 mills is 5.70% more than the rolled-back rate of 5.6780 mills calculated pursuant to state law.

The proposed millage rate is expected to generate a net $71.6 million of ad valorem tax revenue,

which is approximately 5.06% more than the previous fiscal year's estimate of $68.2 million.

Ad Valorem Tax Revenue History

FY27 - $71,646,540 (Est.)

FY26 - $68,197,843 (Est.)

FY25 - $62,883,491

FY24 - $58,685,295

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the Annual Budget submitted by the City Manager for the fiscal year ending September 30, 2027 ("Fiscal Year 2027"); and

WHEREAS, the proposed Fiscal Year 2027 operating millage rate is 6.0018, which represents an increase of 5.70% over the rolled-back rate, and such percentage change is characterized as the percentage increase in property taxes pursuant to Section 200.065, Fla. Stat; and

WHEREAS, the City has provided notice and has conducted public hearings as required by Section 200.065, Florida Statutes, to consider, discuss, and hear public comment regarding the millage rate for Fiscal Year 2027.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. The millage rate is hereby adopted and levied for the fiscal year beginning October 1, 2026 and ending September 30, 2027 as follows:

Operating Millage Rate	6.0018
Voted Debt Service Millage	0.1624
Total Millage Rate	6.1642

Section 3. The Fiscal Year 2027 operating millage rate of 6.0018 mills is 5.70% more than the rolled-back rate of 5.6780 mills calculated pursuant to Florida law. The voted debt service millage is 0.1624 mills.

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

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

Section 6. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 7. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 8. This Ordinance was adopted after a second public hearing on the subject matter hereof and notice of the public hearings were published as required by the City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 9, 2026, and September 14, 2026, in the City Commission Room, City Hall, Deerfield Beach, Florida.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2026-490

Agenda Date: 9/9/2026

Status: BUDGET & MILLAGE PUBLIC HEARINGS

In Control: City Commission

Title
ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set second public hearing for September 14, 2026.

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

Background/History
A Budget Workshop was held on June 30, 2026. The workshop provided an overview and major budgetary highlights for FY27: lean leadership and budgeting approach utilized in preparation for the FY27 budget, budgetary and organizational overview of transitional police and fire rescue departments, financial market update, along with the Five-Year Capital Improvement Plan (CIP) and Parks & Recreation special events. The FY27 budget establishes programmatic and operational plans to deliver exceptional services to the community and the necessary resources needed to carry out essential government functions. The workshop also provided the City Commission and the public with an opportunity to provide input and additional recommendations.

Current Activity
Staff hereby presents for your consideration and approval the Fiscal Year 2027 Proposed Budget. The proposed budget incorporates, to the extent possible, all the recommendations that were discussed during the budget workshop. The FY 2027 Budget Summary is enclosed as Exhibit "A". The Fiscal Year 2027 Proposed Budget will be available on the City's website for public review on September 4th, at the following link: https://www.deerfield-beach.com/561/Budget.

Additionally, the Chief Financial Officer will present a budget overview during the budget hearing. The final public hearing for adoption of the FY27 Budget is scheduled for September 14, 2026, at 7:00 p.m.

Recommendation

Staff recommends approval of the first reading of the FY27 Proposed Budget and establishing the final public hearing for September 14, 2026, at 7:00 p.m.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of Deerfield Beach, Florida, has submitted his annual budget report to the City Commission covering the fiscal year ending September 30, 2027 ("Fiscal Year 2027"); and

WHEREAS, the City Manager has estimated the revenues and expenditures for Fiscal Year 2027 and has determined the required millage rate for the purpose of ad valorem taxation; and

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the annual budget, and the City Commission has had the opportunity to review the complete proposed budget for Fiscal Year 2027; and

WHEREAS, the City Commission has passed an Ordinance adopting the millage rate for Fiscal Year 2027.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. The City of Deerfield Beach budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, a summary of which is attached hereto as Exhibit "A" and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference), is hereby adopted, and the appropriations set forth therein are hereby made for the operation of the government of the City and for paying the annual debt service on all outstanding bonds of the City.

Section 3. The carry forward of funding from the prior Fiscal Year budget to cover those purchase orders issued on or prior to September 30, 2026, but not filled as of that date, and the use of such funding to fulfill such outstanding purchase orders is hereby authorized and approved.

Section 4. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use and benefit of the General Fund.

Section 5. In accordance with Section 4.03(10) of the City Charter, the City Manager has the authority to sign contracts on behalf of the City pursuant to the provisions of this appropriations ordinance, and as may be further authorized by the City Commission pursuant to ordinance or resolution.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Ordinance.

Section 7. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 9. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 10. This Ordinance was adopted after a second public hearing on the Fiscal Year 2027 budget and notices of the public hearings were published as required by City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 9, 2026, and September 14, 2026, in the City Commission Room, City Hall, Deerfield Beach, Florida.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

BUDGET SUMMARY
CITY OF DEERFIELD BEACH, FLORIDA - FISCAL YEAR 2026-2027
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DEERFIELD BEACH ARE 14.0%
MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund **6.0018**
Voted Debt **0.1624**

ESTIMATED REVENUES:	GENERAL FUND	INSURANCE SERVICES FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	CRA TRUST FUND	TOTAL ALL FUNDS
Taxes: Millage Per $1,000								
Ad Valorem Taxes 6.0018	69,674,720	-	-	-	-	-	3,197,610	72,872,330
Ad Valorem Taxes 0.1624 (Voted Debt)	1,971,820	-	-	-	-	-	-	1,971,820
Delinquent Tax Collections	1,700,000	-	-	-	-	-	-	1,700,000
Communications Service Taxes	3,000,000	-	-	-	-	-	-	3,000,000
Public Service Taxes	12,135,000	-	-	-	-	-	-	12,135,000
Fire Assessment Fees	20,761,039	-	-	-	-	-	-	20,761,039
Franchise Fees	7,761,800	-	-	-	-	-	-	7,761,800
Local Option Gas Tax	2,375,589	-	1,370,000	-	-	-	-	3,745,589
Licenses, Permits & Fees	852,000	-	5,450,000	-	-	-	-	6,302,000
Intergovernmental Revenue	11,906,156	-	10,896,643	-	-	-	-	22,802,799
Charges for Services	11,713,336	-	221,000	-	-	65,417,422	-	77,351,758
Fines and Forfeitures	3,568,000	-	807,500	-	-	284,613	-	4,660,113
Grants and Contributions	91,000	-	94,000	-	-	25,000	-	210,000
Administration Fees	8,079,662	-	437,720	-	-	-	-	8,517,382
Other Financing Sources	31,068,571	15,034,286	-	-	-	1,551,050	3,679,589	51,333,496
TOTAL SOURCES	**186,658,693**	**15,034,286**	**19,276,863**	**-**	**-**	**67,278,085**	**6,877,199**	**295,125,126**
Transfers In	213,553	-	-	11,991,998	17,018,415	44,579,304	-	73,803,270
Fund Balances/Reserves/Net Assets	33,072,688	-	3,011,962	-	-	36,400,688	-	72,485,338
TOTAL REVENUES, TRANSFERS & BALANCES	**219,944,934**	**15,034,286**	**22,288,825**	**11,991,998**	**17,018,415**	**148,258,077**	**6,877,199**	**441,413,734**

EXPENDITURES:								
General Government	9,080,330	15,034,286	3,500	-	617,000	-	-	24,735,116
Economic Environment	3,651,626	-	2,899,961	-	680,000	-	2,903,617	10,135,204
Public Safety	150,878,620	-	6,955,437	-	1,705,000	-	110,000	159,649,057
Physical Environment	12,676,904	-	6,546,750	-	1,748,500	99,737,145	-	120,709,299
Transportation	1,482,342	-	3,580,700	-	7,625,000	-	453,860	13,141,902
Human Services	3,132,778	-	-	-	-	-	-	3,132,778
Culture and Recreation	9,868,121	-	65,500	-	4,642,915	-	2,313,895	16,890,431
Debt Service	-	-	-	11,991,998	-	3,637,819	1,095,827	16,725,644
Other Financing Uses	163,800	-	450	-	-	262,500	-	426,750
TOTAL EXPENDITURES	**190,934,521**	**15,034,286**	**20,052,298**	**11,991,998**	**17,018,415**	**103,637,464**	**6,877,199**	**365,546,181**
Transfers Out	29,010,413	-	1,756,027	-	-	43,036,830	-	73,803,270
Fund Balances/Reserves/Net Assets	-	-	480,500	-	-	1,583,783	-	2,064,283
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	**219,944,934**	**15,034,286**	**22,288,825**	**11,991,998**	**17,018,415**	**148,258,077**	**6,877,199**	**441,413,734**

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-491

Agenda Date: 9/9/2026

Status: BUDGET & MILLAGE PUBLIC HEARINGS

In Control: City Commission

Title
ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set second public hearing for September 14, 2026

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

Background/History
The budget for the City of Deerfield Beach Community Redevelopment Agency (CRA) was adopted by the CRA Board. The Fiscal Year 2027 CRA budget is hereby presented, along with the budgets of the other City funds in accordance with Section 200.065, Florida Statutes.

Current Activity
The funding priority of the Budget is the Museum of Discovery and Science Deerfield Beach Nature Center Infrastructure and Capital Improvement Project (CIP). Other significant CRA CIP projects include Cove Shopping Center improvements and S-Curve Pedestrian Lighting and Crosswalk improvements. The CRA will also continue redevelopment programs, including Community Policing, Commercial Facade, Public Art and Educational Facility.

Recommendation
Staff recommends approval of the City of Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the "CRA") has approved a budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("Fiscal Year 2027"); and

WHEREAS, the CRA budget for Fiscal Year 2027 has been presented to the City Commission of the City of Deerfield Beach; and

WHEREAS, the City Commission is to approve the CRA's budget for Fiscal Year 2027 separately from the City's general budget; and

WHEREAS, the City Commission has reviewed and accepted the CRA's Fiscal Year 2027 Budget; and

WHEREAS, the CRA Director recommends that the City Commission approve the CRA's Fiscal Year 2027 Budget and authorize funding for the CRA as set forth in Part III of Chapter 163, Florida Statutes.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. The City Commission of the City of Deerfield Beach hereby approves the CRA's Fiscal Year 2027 Budget, attached as Exhibit "A" and incorporated herein by this reference. CRA expenditures shall be made in accordance with the CRA's Fiscal Year 2027 Budget and as permitted by law.

Section 3. The City Commission hereby authorizes the funding of the CRA Community Redevelopment Trust Fund pursuant to the provisions of Part III, Chapter 163, Florida Statutes, and hereby directs the appropriate governmental entities to comply with the requirement for payment of funds into the CRA Community Redevelopment Trust Fund as provided for in Section 163.387, Florida Statutes.

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

Section 5. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 7. This Ordinance was adopted after a second public hearing on the CRA's Fiscal Year 2027 Budget, and notices of the public hearings were published as required by law, which public hearings were held at 7:00 p.m. on September 9, 2026, and September 14, 2026.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget

Approved 8/25/2026

Revenues

ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	FY27 Proposed	FY 2026 APPROVED
311300	Tax Increment-City	City - Based on June's BCPA assessed values	3,197,610	3,030,069
311301	Tax Increment-Broward Health	Broward Health - Based on June's BCPA assessed values	660,992	670,381
311302	Tax Increment-Broward County	County - Based on June's BCPA assessed values	3,018,597	2,846,855
334392	Florida Inland Navigation Dist	MODS Deerfield Beach Nature Center (formerly Sawgrass to Seagrass @ Sullivan Park)	-	3,071,190
Grand Total			$ 6,877,199	$ 9,618,495

Expenditures

Operating

ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	AMOUNT
501001	REGULAR SALARY	Payment for the following portion of staff salaries (CRA Executive Director and CRA Administrative Coordinator 100%, City Clerk 25%)	$ 439,744	$ 461,698
502012	SICK LEAVE CONVERSION PAY	Once a year in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those days. The payment is calculated using the employee's base hourly rate from last year's actual plus 4% Cola and 3% Merit	$ 2,583	$ 4,549
502101	FICA	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that's applied to the first $106,800 that an employee earns and a 1.45% Medicare tax that's applied to all earnings	$ 34,696	$ 36,843
502204	ICMA PENSION	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%	$ 35,300	$ 37,546
502300	INSURANCE SERVICES ALLOCATION	Payment to the general fund for insurances required for staff and the agency	$ 24,410	$ 31,861
502302	MEDICAL INSURANCE ALLOCATION	Payment to the general fund for medical insurance for staff	$ 36,518	$ 48,160
503927	GENERAL ADMIN CHARGE	Payment to the general fund for the services that are provided to support the CRA Fund	$ 131,645	$ 131,645
501003	LONGEVITY	Payment to staff with more than 10 years of service based on actual longevity pay (25% City Clerk)	$ 451	$ 451
501010	PTO LEAVE CONVERSION		$ 1,496	
501013	LEGAL INSURANCE		$ 404	
507001	DEBT SERVICE / BOND PRINCIPAL PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	$ 1,040,000	$ 1,010,000
507002	DEBT SERVICE / BOND INTEREST PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	$ 52,006	$ 82,758
507010	DEBT SERVICE / PAYING AGENT FEES	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	$ 3,821	$ 4,193
503602	RENT OF BUILDING/OFFICE	Rent of CRA Office Space ($50,000), Storage ($10,000) and associated costs	$ 60,000	$ 60,000
501024	CELL PHONE ALLOWANCE EXEC PACKAGE		$ 420	
501022	LIFESCAN		$ 625	
502020	DEFERRED COMP MATCH		$ 12,297	
502021	RETIREMENT HEALTH SAVINGS		$ 4,500	
501006	AUTOMOBILE ALLOWANCE	CRA staff contractual automobile allowance	$ 10,000	$ 8,800
502025	CLOTHING ALLOWANCE	Staff clothing	$ 300	$ 300
503403	CELLULAR PHONE SERVICES	Staff cell phone service	$ 3,000	$ 3,000
503513	MINOR TOOLS AND EQUIPMENT	Minor administrative office repairs	$ 5,000	$ 5,000
503609	COPIER LEASE	Cost of Toshiba lease and maintenance	$ 6,500	$ 6,500
503524	BUILDING MAINTENANCE	Office utilities and maintenance of Sullivan Park	$ 15,500	$ 15,500
503935	DUES AND MEMBERSHIPS	Annual professional association memberships, Co-Star and Bludot subscriptions, and Special District Reporting	$ 20,000	$ 1,200
503504	OFFICE SUPPLIES	Office supplies as necessary for operations	$ 3,500	$ 1,000
503901	TRAVEL AND TRAINING	Mileage reimbursement for CRA Administrative Coordinator ($2,000), attendance at seminars, Annual FRA Conference for CRA Staff, certifications, meetings and other professional development activities.	$ 10,000	$ 6,000
503902	PRINTING	Printing of brochures, hand-outs and annual report	$ 5,000	$ 500
503921	ADVERTISING	Advertising in newspapers	$ 650	$ 500
506043	OTHER MACH AND EQUIPMENT	Computer replacement	$ 3,000	$ 2,000
		OPERATING TOTAL	$ 1,963,366	$ 1,960,004

OTHER CONTRACTUAL (NON-CAPITAL)

OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	AMOUNT
503216	LANDSCAPING SERVICES	Small landscaping projects within the CRA	$ 5,000	$ 5,000
503299	ADA COMPLIANCE SERVICES	Funding for document remediation and ADA compliance	$ 2,000	$ 2,000
503009	LEGAL SERVICES	Contractual services provided by the CRA Attorney for legal services	$ 48,000	$ 48,000
503101	CUSTODIAL SERVICES	CRA portion of janitorial services contract	$ 4,763	$ 4,763
503006	INTERNAL AUDITING SERVICES	Independent audit of CRA financials as required by statute; based on a 4-year contract;10% of the Audit Services contract amount of $215,252. Note: A separate audit report is issued for the CRA.	$ 21,525	$ 15,828
503299	ANNUAL REPORT DESIGN SERVICES	Annual report design as required by statute	$ 15,000	$ 7,500
503299	OTHER PROFESSIONAL SERVICES AS NEEDED	Other professional services as determined by the CRA Board	$ 162,790	$ 100,000
		OTHER CONTRACTUAL TOTAL	$ 259,078	$ 183,091

PROGRAMS

OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	AMOUNT
503230	COMMUNITY POLICING	Cost of a security detail to provide additional security in the CRA	$ 110,000	$ 110,000
504900	RIDESHARE	Rideshare Service	$ 453,860	$ 453,860
503539	EDUCATION FACILITY PROGRAM	Year two contribution to programming at Marine Science Center at Sullivan Park	$ 250,000	$ 250,000
503959	COMMERCIAL FAÇADE	Grant/Loan Program Funding for Micro Façade Loan and Commercial Façade Grant	$ 350,000	$ 100,000
503574	BUSINESS ATTRACTION /ACTIVATIONS	Funding for Business Assistance and Partnerships($125,000), 4th of July Celebration ($105,000), December Holiday Celebration (Event $30,000 and Lighting $40,000), Marine Science Center Grand Opening ($40,000), and Boat Parade ($7,000), and other activations at the direction of the Board	$ 347,000	$ 250,000
503595	ART IN PUBLIC PLACES	Annual sponsor of Art Stroll ($3,500), S-Curve Branding ($261,500), and other public art projects, programs, and activations as determined by the CRA Board	$ 280,000	$ 50,000
		PROGRAMS TOTAL	$ 1,790,860	$ 1,213,860

CAPITAL PROJECTS

OBJECT	ACCOUNT DESCRIPTION	PROJECT/DESCRIPTION	AMOUNT	
		COVE SHOPPING CENTER LIGHTING AND LANDSCAPE		
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	$ 1,000,000	
506304	OTHER CONTRACTUAL SERVICES	Consulting, Engineering and Design	$ 100,000	
		S-CURVE PEDESTRIAN LIGHTING AND CROSSWALKS		
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	$ 100,000	
506304	OTHER CONTRACTUAL SERVICES	Consulting, Engineering and Design	$ 30,000	
		MODS DEERFIELD BEACH NATURE CENTER (Formerly Sawgrass to Seagrass Center)		
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	$ 1,500,000	$ 6,261,540
506304	OTHER CONTRACTUAL SERVICES	Consulting, Engineering and Design	$ 133,895	
		CAPITAL PROJECTS TOTAL	$ 2,863,895	$ 6,261,540.00

Summary

Available Tax Increment Revenue	$ 6,877,199	**6,547,305**
Available Grant Funding	$ -	**3,071,190**
Available for allocation to CRA operations, programs and capital projects	**$ 6,877,199**	**9,618,495**
Proposed Expenditures	$ 6,877,199	**9,618,495**

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-487

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the schedule for the Regular City Commission Meetings for fiscal year 2026/2027; providing for 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 purpose of this agenda item is to request City Commission approval of the Regular City Commission Meeting schedule for Fiscal Year 2026/2027.

The tentative November 3, 2026, meeting date has been rescheduled to Wednesday, November 4, 2026, due to the election. The tentative March 16, 2027, meeting date has been rescheduled to Tuesday, March 23, 2027, due to the National Congressional City Conference.

Recommendation
Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE SCHEDULE FOR THE REGULAR CITY COMMISSION MEETINGS FOR FISCAL YEAR 2026/2027; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City staff recommends that the Regular City Commission Meeting tentatively scheduled for November 3, 2026, be rescheduled to Wednesday, November 4, 2026, due to the election, and the meeting tentatively scheduled for March 16, 2027, be rescheduled to Tuesday, March 23, 2027, due to the National Congressional City Conference; and

WHEREAS, the rescheduled meeting dates are reflected in the schedule for Regular City Commission Meetings, attached as Exhibit "A"; and

WHEREAS, the City Commission of the City of Deerfield Beach desires to adopt the schedule for Regular City Commission Meetings for Fiscal Year 2026/2027, 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 adopts the Regular City Commission Meeting Schedule for Fiscal Year 2026/2027, attached as Exhibit "A."

Section 3. The City Commission reserves the right to reschedule meetings, schedule special meetings, or take such other actions as it deems appropriate.

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_____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

FY27 City Commission Meeting Schedule

Tuesday, October 6, 2026

Tuesday, October 20, 2026

Wednesday, November 4, 2026

Tuesday, November 17, 2026

Tuesday, December 1, 2026

Tuesday, December 15, 2026

Tuesday, January 5, 2027

Tuesday, January 19, 2027

Tuesday, February 2, 2027

Tuesday, February 16, 2027

Tuesday, March 2, 2027

Tuesday, March 23, 2027

Tuesday, April 6, 2027

Tuesday, April 20, 2027

Tuesday, May 4, 2027

Tuesday, May 18, 2027

Tuesday, June 1, 2027

Tuesday, June 15, 2027

Tuesday, July 13, 2027

Tuesday, August 3, 2027

Tuesday, August 17, 2027

Tuesday, September 7, 2027*

Tuesday, September 21, 2027*

Tuesday, October 5, 2027

*subject to change based on budget hearing scheduling requirements

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-526

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Haig Service Corporation for the repair of existing fire alarm systems and installation of new fire alarm systems at Fire Stations No. 4, 66, and 75, utilizing the terms of the City of Fort Lauderdale Invitation to Bid No. 608-1 and resulting contract in an amount not to exceed $97,250.71; providing for an effective date.
(Funds from Account #100-200-340-1906-000-52900-506022 - Public Safety Buildings)

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $97,250.71

Account Name: Public Safety Buildings
Account Number: 100-200-340-1906-000-52900-506022

Background/History

The Board Of Rules Of Appeal For Broward County ("BORA"), as part of the Broward County Amendments to the Florida Building Code, established the Building Safety Inspection Program, (Inspection Program) which requires buildings and structures to undergo structural and electrical safety inspections once they reach 25 years of age, with subsequent recertifications required every 10 years thereafter. Fire Stations 4, 66, and 75 are currently due for the 25-year building inspection and recertification.

The City retained Crain Atlantis, Inc. to perform the Phase I milestone inspections and conditions and provide the City with a report in accordance with the Inspection Program. During the inspection of the Fire Stations, Crain Atlantis identified that all three fire stations require new and/or updated fire alarm systems.

Current Activity

In order to facilitate and expedite the repair and/or installation of fire alarm systems at the three fire stations, City staff and the Procurement Division reviewed City of Fort Lauderdale Invitation to Bid No. 608-1 for Fire Alarm Services along with its award of the Bid to Haig Services Corporation ("Haig"). Fort Lauderdale's Bid and contract includes monitoring, annual inspections, and maintenance service of the fire alarm systems, including labor and parts needed to maintain continuous, fully operational alarm systems. Section 38-116 of Deerfield's Procurement Code, allows the City to procure such services by utilizing the terms and pricing of the City of Fort Lauderdale's competitively bid contract.

The Facilities Management Division tasked Haig with reviewing the Crain Atlantis fire alarm improvement recommendations and conducting full site assessments for all three fire stations. Haig submitted Quotes/proposals on August 20 and 24, 2026, for the updated fire alarm systems to include fire alarm panels, pull stations, annunciators, heat detectors, duct detectors, etc. Proposals include engineering, permitting, and installation. The quotes for each fire station building are as follows:

- Fire Station #4 - $42,690.63
- Fire Station #66 - $25,044.09
- Fire Station #75 - $29,515.99

Total Expenditure: $97,250.71

Recommendation

Staff recommends that City Commission approve and authorize the execution of an agreement with Haig for the repair and installation of new fire alarm systems at Fire Stations #4, #66 and #75 based upon the terms and conditions of the City of Fort Lauderdale's Bid and Contract, and the Quoted Prices for each fire station.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH HAIG SERVICE CORPORATION FOR THE REPAIR OF EXISTING FIRE ALARM SYSTEMS AND INSTALLATION OF NEW FIRE ALARM SYSTEMS AT FIRE STATIONS NO. 4, 66, AND 75, UTILIZING THE TERMS OF THE CITY OF FORT LAUDERDALE INVITATION TO BID NO. 608-1 AND RESULTING CONTRACT IN AN AMOUNT NOT TO EXCEED $97,250.71; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Municipal Services, Facilities Management Division (the "Division") oversees the maintenance of City facilities; and

WHEREAS, the Broward County Board of Rules and Appeals has established a Building Safety Inspection Program, pursuant to Section 110.15 of the Broward County Amendments to the Florida Building Code, (the "Program") which requires inspections of buildings and structures that are 25 years of age or older, as well as subsequent inspections at 10 year intervals from the year the building or structure reaches 25 years of age; and

WHEREAS, the City retained Crain Atlantis, Inc. (the "Consultant") to provide professional engineering services related to the Life Safety Inspection Certifications required by the Program for Fire Station Nos. 4, 66 and 75 (collectively, the "Fire Stations") as these facilities are due for inspection and recertification; and

WHEREAS, the Consultant issued a report (the "Consultant Report") that identified all the Fire Stations as requiring either new or updated fire alarm systems as further specified in the Consultant Report; and

WHEREAS, the City is seeking to contract with Haig Service Corporation ("Haig") to provide the repair and update of the existing fire alarm systems or the installation of new fire alarm systems at the Fire Stations, as further specified in the Consultant Report, (collectively, the "Services") utilizing the terms of the City of Fort Lauderdale Invitation to Bid No. 608-1 and resulting contract (collectively, the "Fort Lauderdale Contract"); and

WHEREAS, procurements utilizing contracts competitively awarded by other governmental agencies are exempt from the competitive solicitation requirements of the City's Procurement Code; and

WHEREAS, Haig has agreed to provide the Services to the City based upon the terms and pricing of the Fort Lauderdale Contract, for a total aggregate cost of $97,250.71, as more specifically set forth in the Quotes provided by Haig, attached as Exhibits "A," "B" and "C" respectively; and

WHEREAS, City staff have confirmed that the City of Fort Laurderdale Contract is in effect; and

WHEREAS, the Division recommends that the City Commission approve and authorize execution of an agreement with Haig for the Services, utilizing the terms and pricing of the Fort Lauderdale Contract in an amount not to exceed $97,250.71 (the "Agreement").

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 Agreement with Haig for the Services utilizing the terms and pricing of the Fort Lauderdale Contract in an amount not to exceed $97,250.71.

Section 3. The City Manager is hereby authorized to execute the Agreement with Haig based on the terms of the Fort Lauderdale Contract, together with such additional terms as are deemed necessary and 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 _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

HAIG SERVICE CORP

A TEAM OF TRAINED FIRE AND SECURITY PROFESSIONALS

QUOTATION

To:	City of Deerfield Beach Fire Rescue	Date:	August 20, 2026
Contact:	Hillary Silverstone	From:	Heather Hamilton
Project:	Fire Station #4 Fire Alarm System Installation	Email:	hhamilton@haigservice.com
Email:	hsilverstone@deerfieldbeachfl.gov	Phone:	954-474-3789

BILL OF MATERIAL

Qty	Part Number	Description
1	ES50X	FireLite 200 Point Addressable Fire Alarm Panel
1	ANN-80	FireLite Annuniciator
4	BG-12LX	FireLite Addressable Pull Station
5	SS-HEAT	System Sensor Addressable Heat Detector
18	SS-SMOKE-CO	System Sensor Addressable Smoke CO Combo
20	SS-PHOTO	System Sensor Addressable Smoke Detector
11	B200S-LF_WH	System Sensor Low Frequency Sounder Base
14	P2RLED	System Sensor Horn Strobe Red
15	SRLED	System Sensor Strobe Only Red
6	MMF-301	FireLite Addressable Monitor Modules
1	LOT	Labor – Installation, Programming, Inspections
1	LOT	Signed and Sealed Drawings for Permitting

Project Total……$ 42,690.63

Scope of work:

Install fire alarm system throughout building. Provide signed and sealed drawings, schedule and perform all required permitted inspections.

By signing below, you agree to the above price for the work to your fire alarm system.

PROPOSAL ACCEPTED:

Purchaser Signature: _____ Date: _____

Print Name: _____ Title: _____

HAIG SERVICE CORP

A TEAM OF TRAINED FIRE AND SECURITY PROFESSIONALS

QUOTATION

To:	City of Deerfield Beach Fire Rescue	Date:	August 20, 2026
Contact:	Hillary Silverstone	From:	Heather Hamilton
Project:	Fire Station #66 Fire Alarm System Installation	Email:	hhamilton@haigservice.com
Email:	hsilverstone@deerfieldbeachfl.gov	Phone:	954-474-3789

BILL OF MATERIAL

Qty	Part Number	Description
1	ES50X	FireLite 50 Point Addressable Fire Alarm Panel
1	ANN-80	FireLite Annuniciator
5	BG-12LX	FireLite Addressable Pull Station
1	SS-HEAT	System Sensor Addressable Heat Detector
11	SS-SMOKE-CO	System Sensor Addressable Smoke CO Combo
4	B200S-LF_WH	System Sensor Low Frequency Sounder Base
4	P2RLED	System Sensor Horn Strobe Red
4	SRLED	System Sensor Strobe Only Red
2	P2GRKLED	System Sensor Outdoor Horn Strobe Red
1	MMF-301	FireLite Addressable Monitor Modules
1	LOT	Labor – Installation, Programming, Inspections
1	LOT	Signed and Sealed Drawings for Permitting

Project Total……$ 25,044.09

Scope of work:

Install fire alarm system throughout building. Provide signed and sealed drawings, schedule and perform all required permitted inspections.

NOTE: Customer hired electrician will be responsible for providing 120V to FACP

By signing below, you agree to the above price for the work to your fire alarm system.

PROPOSAL ACCEPTED:

Purchaser Signature: _____ Date: _____

Print Name: _____ Title: _____

HAIG SERVICE CORP

A TEAM OF TRAINED FIRE AND SECURITY PROFESSIONALS

QUOTATION

To:	City of Deerfield Beach Fire Rescue	Date:	August 24, 2026
Contact:	Hillary Silverstone	From:	Heather Hamilton
Project:	Fire Station #75 Fire Alarm System Installation	Email:	hhamilton@haigservice.com
Email:	hsilverstone@deerfieldbeachfl.gov	Phone:	954-474-3789

BILL OF MATERIAL

Qty	Part Number	Description
1	ES50X	FireLite 200 Point Addressable Fire Alarm Panel
1	ANN-80	FireLite Annunciator
6	BG-12LX	FireLite Addressable Pull Station
1	SS-HEAT	System Sensor Addressable Heat Detector
9	SS-SMOKE-CO	System Sensor Addressable Smoke CO Combo
6	SS-PHOTO	System Sensor Addressable Smoke Detector
6	B200S-LF_WH	System Sensor Low Frequency Sounder Base
5	P2RLED	System Sensor Horn Strobe Red
7	SRLED	System Sensor Strobe Only Red
6	MMF-301	FireLite Addressable Monitor Modules
1	D365PL	FireLite Addressable Duct Detector and Acessories
1	LOT	Labor – Installation, Programming, Inspections
1	LOT	Signed and Sealed Drawings for Permitting

Project Total……$ 29,515.99

Scope of work:

Install fire alarm system throughout building. Provide signed and sealed drawings, schedule and perform all required permitted inspections.

NOTE: Customer hired electrician will be responsible for providing 120V to FACP

By signing below, you agree to the above price for the work to your fire alarm system.

PROPOSAL ACCEPTED:

Purchaser Signature: _____ Date: _____

Print Name: _____ Title: _____

Event # 608-1

Name: Fire Alarm Services

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Fire Alarm Services for the City's Fire Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB)

Buyer: MCDONALD, KIRK

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 1

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 04/14/2026 03:45:00 PM

Open: 04/14/2026 03:00:00 PM

Q & A Close: 05/05/2026 02:00:00 PM

Close: 05/12/2026 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out, sign and attach the Required Documents?	Yes No	Required Documents.pdf

Attachments

Name	Attachment
1. General Conditions - Rev 12-2025.pdf	1. General Conditions - Rev 12-2025.pdf
Specifications	Event 608 Fire Alarm Service.pdf

Contacts

Name	Email Address
KIRK MCDONALD	kmcdonald@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
340-16	Fire Alarm Systems, Power Sirens, and Controls
340-80	Smoke Detecting Equipment (Incl. Smoke Alarms)
936-09	Alarm Equipment Maintenance/Repair (Fire, etc.)
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
990-05	Alarm Services
990-50	Installation of Security and Alarm Equipment

Line Details

Line 1: STATION #2 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #2 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #2 STATION #2 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 2 – 528 NW 2 Street, 33311. EST Edwards System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: STATION #2

Quantity: 12.0000

Unit of Measure: MO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges No

Charges Allowed:

Line 2: STATION #3 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #3 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #3 STATION #3 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: B.Station 3 – 2801 SW 4 Ave., 33312. Notifier – NFS - 320 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #3

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 3: STATION #8 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #8 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #8 STATION #8 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 8 – 1717 SW 1st Ave., 33316 – Mircom Flexnet Control Panel

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #8

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 4: STATION #13 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #13 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #13 STATION #13 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 13 – 2871 E. Sunrise Blvd, 33304 Simplex – 4010 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #13

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 5: STATION #29 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #29 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #29 STATION #29 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 29 – 2002 NE 16 Avenue, 33304 Notifier – NFS – 320 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #29

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** Yes

Add On Charges Allowed: No

Line 6: STATION #35 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #35 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #35 STATION #35 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: F.Station 35 – 1969 E. Commercial Blvd, 33308 Simplex 4010 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #35

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 7: STATION #46 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #46 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #46 STATION #46 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 46 – 1515 NW 19th Street, 33311 Simplex 4010 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #46

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 8: STATION #47 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #47 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #47 STATION #47 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 47 – 1000 SW 27 Avenue, 33312 Notifier (M-55 Z006 1 M055) System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #47

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 9: STATION #49 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #49 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #49 STATION #49 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 49 – 1015 Seabreeze Blvd, 33316 GE -EST -1O500 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC **Division:** DIV **Manufacturer Number:** STATION #49

Quantity: 12.0000 **Unit of Measure:** MO

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 10: STATION #53 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #53 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #53 STATION #53 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 53 – 2200 Executive Airport Way, 33309 Notifier – NFS - 320 System

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer MFC **Division:** DIV **Manufacturer** STATION #53

Code:

Number:

Quantity: 12.0000

Unit of Measure: MO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 11: STATION #54 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Description: STATION #54 - ANNUAL MONITORING, INSPECTION &MAINTENANCE

Item: STATION #54 STATION #54 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: STATION #54

Quantity: 12.0000

Unit of Measure: MO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 12: HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Description: HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Item: HOURLY REPAIR RATE HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Long Item Description: Hourly rate for a repair technician

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: HOURLY REPAIR RATE

Quantity: 1.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 13: OVERTIME HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Description: OVERTIME HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Item: OVERTIME HOURLY RATE OVERTIME HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Long Item Description: Overtime hourly rate for a technician

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: OVERTIME HOURLY RATE

Quantity: 1.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 14: PASS THRU

Description: Pass Thru - Materials for service calls

Item: 608-PASS THRU PASS THRU

Long Item Description: The bidder MUST enter $8,000.00 as an estimated annual amount of money that may be spent on Parts and Materials on a pass-thru basis. If the bidder does not enter $8,000.00 for this item, the City will make a correction to the tabulation and enter
$8,000.00 for the bidder.

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: 608-PASS THRU

Quantity: 8,000.0000

Unit of Measure: LS

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges No

Allowed:

Line 15: HOURLY SERVICE RATE FOR ASSISTANT (LABORER)

Description: HOURLY SERVICE RATE FOR ASSISTANT (LABORER)

Item: HOURLY SERVICE RATE - ASSISTANT HOURLY SERVICE RATE FOR ASSISTANT (LABORER)

Commodity Code: 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: HOURLY SERVICE RATE - ASSISTANT

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Fire Alarm Services for the City's Fire Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Kirk McDonald at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed, or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida

Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website: https://www.fortlauderdale.gov/home/showdocument?id=1212

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 4th Floor of One East Broward Boulevard, Suite 444, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: http://www.fortlauderdale.gov/home/showdocument?id=6036.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver's license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site: Click Here

2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver's license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: Click Here

2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business,

but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link. https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any

deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond

2.25.1 The Bidder shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.25.2 The Bidder must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.25.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

(Send these requirements to your insurance agent to be sure you can meet the expectations of the Agreement. The City must receive a thorough and accurate Certificate of Insurance upon execution of the Agreement.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- **a.** Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- **b.** Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance

no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
ATTN: Fire Rescue Department
401 SE 21st Street
Fort Lauderdale, FL 33316

2.26.5 Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

2.26.6 If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages

for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than $1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.29 Award of Contract

Award may be in the aggregate, or by line Item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Approved Equal or Alternative Product Bids – N/A

2.36 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire three (3) year(s) from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for one (1) additional two-year term providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments – N/A

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements, and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the bid, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City’s satisfactions, provided, however, that the Contractor shall not be required

to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.42 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: Click Here. Tabulations of receipt of those parties responding to a formal solicitation may be found at: Click Here. Any interested party may call the Procurement Services Department at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2024) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2024). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter

119.07 (“Public Records Laws”), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder’s response to the ITB constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK’S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

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

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal, and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding, and destruction of protected information.

- **PCI Attestation of Compliance (AoC):**

- Contractor must provide a current PCI Attestation of Compliance (AoC) signed by a PCI Qualified Security Assessor (QSA) at the time of proposal submission.
- The AoC must be dated no older than one year. If the AoC exceeds this timeframe, a bridge letter signed by a QSA must be provided.
- Failure to submit a valid AoC and, if applicable, a bridge letter, shall result in the bid being deemed non-responsive.
- The City is the sole judge in determining the acceptability of the AoC and any accompanying documentation.

- **Ongoing PCI Compliance:**
  - Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards.
  - Contractors must provide updated PCI compliance documentation, including a new AoC, upon request by the City of Fort Lauderdale.

Failure to maintain PCI compliance or to provide requested documentation may result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City of Fort Lauderdale has alarm systems in each of eleven (11) fire stations located throughout the city. These systems require twenty-four-hour monitoring, annual inspections, as well as maintenance/service. The successful bidder will supply all materials, labor, parts, supervision, tools, and transportation and sustain all the expense incurred in doing the work set forth in accordance with the specifications contained herein, for the prices bid.

It is the intention of the City to obtain the services as specified herein from a Contractor that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. The City reserves the right to obtain these products from other sources, when necessary, should a successful Contractor be unable to perform on a timely basis and such delays may cause harm to the using department or city residents.

During the term of the contract, effectiveness of the product and service furnished must meet or exceed the performance established in the test runs. If the product furnished fails to perform as has been established, the City reserves the right to request product replacement at no additional charge, or further reserves the right to terminate the contract if characteristics of the product cause difficulties in utilization or are ineffectual in the treatment process.

3.2 Scope of Services

The fire station locations are as follows:

- Fire Station # 2, 528 NW 2nd Street, Ft. Lauderdale, FL 33311
- Fire Station #3, 2801 SW 4 Avenue, Ft. Lauderdale, FL 33312
- Fire Station #8, 1717 SE 1st Avenue, Ft. Lauderdale, FL 33316
- Fire Station #13, 2871 E. Sunrise Blvd., Ft. Lauderdale, FL 33304
- Fire Station #29, 2002 NE 16 Street, Ft. Lauderdale, FL 33304
- Fire Station #35, 1969 E. Commercial Blvd., Ft. Lauderdale, FL 33308
- Fire Station #46, 1515 NW 19 Street, Ft. Lauderdale, FL
- Fire Station #47, 1000 SW 27 Avenue, Ft. Lauderdale, Fl. 33312
- Fire Station #49, 1015 Seabreeze Blvd, Ft. Lauderdale, Fl. 33316
- Fire Station #53, 2200 Executive Airport Way, Ft. Lauderdale, Fl. 33309
- Fire Station #54, 3051 NE 33 Avenue, Ft. Lauderdale, FL 33308

3.3 Monitoring

The Contractor will monitor the Fire Alarm Systems at eleven fire stations located throughout the City of Ft Lauderdale and listed above. These systems are already in place. They will need to be monitored on a twenty-four-hour a day basis and technicians dispatched when systems experience trouble signals or alarms.

3.4 Annual Test Inspection

A. The Contractor will conduct an annual test and certification inspection of the alarm systems at each of ten fire stations located throughout the City of Ft. Lauderdale and listed above.

B. Annual inspections must be in accordance with all applicable National Fire Protection

Association (NFPA) standards.

C. Panels must also be tagged to meet the State of Florida Fire Marshall Standards.

D. A complete inspection report of each station shall be compiled and submitted within 11 working days of inspection to the Support Services Bureau: 4120 NW 10th Avenue, Oakland Park, FL 33309, Attn: Lt. William Vaughn

E. An NFPA 72 compliant inspection report must be provided for each annual inspection conducted and for all other times when requested/required or prudent to do so to ensure proper operation of equipment.

3.5 Maintenance and Service

A. The Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm systems at the 11 fire stations listed throughout the term of the contract. Any part replacements required shall be reimbursed at Contractor's cost. City shall not pay additional for shop materials, tools, fuel, transportation, equipment and other incidentals required by the Contractor to fulfill the requirements of this contract.

B. Items to be maintained include, but are not limited to wire, wire connections, fuses, etc., as well all alarm panels, remote annunciate panels, tamper detector switches, flow detectors, smoke detectors/ceiling mounted-photoelectric, duct smoke detectors, pull stations, fire alarm speakers and strobes, heat detectors, carbon monoxide detectors, post indictor valves, audio visual devices, etc.

C. The work consists of furnishing all material, labor, supervision, tools, parts, supplies and equipment necessary to provide full maintenance, service, including all inspections, adjustments, tests, parts or component replacement and repairs to keep the fire alarm systems in continuous use for their intended purpose.

D. Station alarm systems included in this scope are equipped with Simplex, Notifier, EST/ GE equipment.

E. Contractor must be certified to service the proposed (Simplex, Notifier, EST/GE equipment).

3.6 Parts / Materials

A. Replacement of any parts shall be with original factory parts that meet all original manufacturer specifications.

B. Contractor shall supply materials only after approval of or direction from designated City personnel. The City will not bear the cost of materials supplied without this approval or express direction.

C. All parts shall be new and must meet or exceed manufacturer's specifications. The Contractor shall provide all required parts and materials. The cost of parts

shall be reimbursed at Contractor's cost, with no additional mark-up. A copy of the Contractor's invoice(s) from their supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.

D. All parts supplied must be of equal or greater function, quality and value.

E. For those components that may need replacement due to negligence on the City's part or other unusual situations as determined by the City (not normal wear and tear), the bidder may charge the City cost plus 10% for these materials supplied. Contractor shall supply materials only at the express direction of designated City personnel. The City will not bear the cost of materials supplied with this express direction. Contractor shall provide a copy of the supplier's invoice for all materials ordered along with the Contractor's invoice for services.

F. The City reserves the right to require the Contractor to obtain three (3) bids prior to purchase of materials for use by the City.

3.7 Working Hours / Response Time

A. The standard, normal workweek shall be Monday through Friday, 7:30 a.m. to 4:30 p.m., excluding normal holidays granted to City employees.

B. The Contractor shall endeavor to complete all requested work during the standard, normal workweek hours listed above without the necessity of overtime labor. Should it appear, that work cannot be completed during this time; the Contractor will provide such information to authorized City personnel with a request to approve the use of overtime labor. Approval must be received prior to the commencement of any such work.

C. Response to stations following service request will be within three (3) hours during normal working schedule and four (4) hours other than normal working schedule.

D. Service vehicles should be fully stocked with basic materials and standard parts to reduce the response and service times by not returning to the shop.

3.8 Contractor Personnel

A. Upon award, the Contractor shall provide the City with a list of all personnel,

including supervisors, who will be assigned to this contract. The list shall include the names, emergency telephone and/or cell/pager numbers. The Contractor shall be responsible for keeping the list current.

B. The Contractor may be required to provide resumes and/or other background information on the individuals listed above when requested by the City. The City reserves the right to review for acceptance prior to assignment of personnel to this contract.

C. All proposed employees should present a professional appearance, be neat, clean and well groomed; courteous; properly uniformed; and conduct themselves in a respectable manner in the performance of their duties while on City property. In the event the Contractor wishes to substitute personnel, they shall meet or exceed the requirements listed herein.

List of Stations and Corresponding Fire Protection Equipment with Quantities

A. **Station 2 – 528 NW 2 Street, 33311. EST Edwards System**

1- Alarm Panel
1-Remote Annunciate Panel
4-Tamper Detector/Switches
3-Flow Detectors
38-Smoke Detectors/ceiling mounted – photoelectric.
3-Duct Smoke Detectors
10-Pull Stations
40- Fire Alarm Combination Horn & Strobe
82 – Strobes
3- Heat Detectors
1-Post Indicator Valve N/A – CO Detector
1-Hood Suppression System

B. **Station 3 – 2801 SW 4 Ave., 33312. Notifier – NFS - 320 System**

1 – Alarm Panel
1-Remote Annunciate Panel
6-Pull Stations
12-Fire Alarm Combination Horn & Strobe
13-Strobes
20-Smoke Detectors/ceiling mounted – photoelectric
1-Tamper Detector/Switches
1-Flow Detectors
2-Duct Detectors
2-Heat Detectors
1-Post Indicator Valve

3-CO Detectors
1-Hood Suppression System

C. **Station 8 – 1717 SW 1st Ave., 33316 – Mircom Flexnet Control Panel**
1- Duct Detector
1- Heat Detector
4- Programmable Rely
2- Pull Stations
5- Smoke Detectors
18-CO Detectors
1- Horn/Strobe
10- Strobes

D. **Station 13 – 2871 E. Sunrise Blvd, 33304 Simplex – 4010 System**
1-Alarm Panel
N/A – Remote Annunciate Panel
7- Pull Stations
7- Fire Alarm Horns
2- Strobes
7- Smoke Detectors/ceiling mounted – photoelectric
N/A – Tamper Detector /Switches
N/A – Flow Detectors
1-Duct Detectors
N/A – Heat Detectors
N/A – Post Indicator Valve
N/A – CO Detectors
1-Hood Suppression System

E. **Station 29 – 2002 NE 16 Avenue, 33304 Notifier – NFS – 320 System**
1 – Alarm Panel
1-Remote Annunciate Panel
9-Pull Stations
13- Fire Alarm Combination Horn & Strobe
16-Strobes
24-Smoke Detectors/ceiling mounted – photoelectric
5-Tamper Detector/Switches
2-Flow Detectors
1-Duct Detectors
2-Heat Detectors
1-Post Indicator Valve
3-CO Detectors
1-Hood Suppression System

F. **Station 35 – 1969 E. Commercial Blvd, 33308 Simplex 4010 System**
1-Alarm Panel
N/A - Remote Annunciate Panel

7- Pull Stations
4- Fire Alarm Combination Horn & Strobe
9 – Strobes
27 – Smoke Detectors/ ceiling mounted – photoelectric
3 – Tamper Detector/Switches
1 – Flow Detectors
1 – Duct Detectors
1 – Heat Detectors
N/A – Post Indicator Valve
12 – CO Detectors
1 – Hood Suppression System

G. **Station 46 – 1515 NW 19th Street, 33311 Simplex 4010 System**

1 – Alarm Panel
N/A – Remote Annunciate Panel
5 – Pull Stations
5 – Fire Alarm Combination Horn & Strobe
12 – Strobes
10 – Smoke Detectors/ceiling mounted
photoelectric
N/A – Tamper Detector/Switches
N/A – Flow Detectors
2 – Duct Detectors
N/A – Heat Detectors
N/A – Post Indicator Valve
N/A – CO Detectors
1- Hood Suppression System

H. **Station 47 – 1000 SW 27 Avenue, 33312 Notifier (M-55 Z006 1 M055) System**

1-Alarm Panel
1-Remote Annunciate Panel
8-Pull Stations
19-Fire Alarm Combination Horn & Strobe
19-Strobes
32-Smoke Detectors/ceiling mounted – photoelectric
3-Tamper Detector/Switches
2-Flow Detectors
3-Duct Detectors
2-Heat Detectors
1-Post Indicator Valve
2-CO Detectors
1-Hood Suppression System
15-Sounder Bases

I. **Station 49 – 1015 Seabreeze Blvd, 33316 GE -EST -1O500 System**

1-Alarm Panel
1-Remote Annunciate Panel
13-Pull Stations
27-Fire Alarm Combination Horn & Strobe
11-Strobes
48-Smoke Detectors/ceiling mounted – photoelectric
3-Tamper Detector/Switches
1-Flow Detectors
2-Duct Detectors
19-Heat Detectors
1-Post Indicator Valve
6-CO Detectors
1-Hood Suppression System

J. **Station 53 – 2200 Executive Airport Way, 33309 Notifier – NFS - 320 System**

1-Alarm Panel
1-Remote Annunciate Panel
10-Pull Stations
31-Fire Alarm Combination Horn & Strobe
4-Strobes
53 – Smoke Detectors/ceiling mounted – photoelectric
4 – Tamper Detector/Switches
2 – Flow Detectors
5 – Duct Detectors
2 – Heat Detectors
1-Post Indicator Valve
2-CO Detectors
1-Hood Suppression System
13-Sounder Bases
NEW FM200 System
1-Kidde AEGIS Control Panel K-84-100
2-Ionization Smoke Detectors
5-Photoelectric Smoke Detectors
2-Manual Pull Stations
1-Suppression System Abort Station
1-Key Maintenance Switch
2-Strobe, Red, Agent Label
1-Horn/Strobe

K. **Station 54 – 3051 NE 33 Avenue, 33308 Honeywell – Fire-Lite-MS-5UD**

1 - Fire alarm panel
6-Smoke detectors
2-Strobes
2-Pull Stations

3.9 Location and Equipment changes during the contract term

Due to station rebuilding and upgrading, it is possible that the station location and quantity of current equipment in the stations could be changed and/or upgraded. Should this occur, the contract would be prorated to include the additional equipment at the same per item cost as the original contract. The possibility exists that stations may also be combined. In which case, the contract will be prorated on a per item basis, as above, to decrease the total contract cost, if necessary.

4.0 Additional Services

The City also operates and maintains more than 100 other buildings and on occasion has the need for alarm system repairs to be made by an experienced technician. Please state your hourly rate for a repair technician and/or assistant, both regular and overtime rates on the Bid Proposal Pages.

The City will pay for all parts furnished under this portion of the contract on a Pass Thru basis. The bidder MUST enter $8,000.00 as an estimated annual amount that may be spent on Parts and Materials on a Pass-Thru basis. If the bidder does not enter $8,000.00 for this item, the City will make a correction to the tabulation and enter $8,000.00 for the bidder. Contractor shall provide a copy of the supplier's invoice for all materials ordered along with the Contractor's invoice for services.

4.1 City to Provide

A. The City Fire Department will provide access to the fire stations during the normal operating hours as indicated in these specifications. The Contractor must contact the appropriate station or designee for access at other times.

B. The City will provide the Contractor with a list of personnel who will be the only ones authorized to request and/or approve any service/repair work.

4.2 Warranty

All repairs must be warranted for at least 90 days, parts and labor, after servicing.

4.3 Licenses

All vendors responding to this ITB are to submit a copy of all necessary licenses and certifications required to complete the project as specified herein and as required by law.

4.4 Permits and Fees

Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits and fees (but not licenses), shall be reimbursed by the City. The Contractor shall submit an invoice to the City for the cost of permits and fees, along with copies of receipts showing the exact amount paid. City will reimburse the Contractor the actual amount of the permit. City shall not pay for any cost related to obtaining or securing permits.

END OF SECTION

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last**.**

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid**.**

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB**.**

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications**.**

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set

aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 **SCRUTINIZED COMPANIES:** The Contractor certifies that it is not participating in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have been placed on the scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the Contractor may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**
The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears

freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest**.**

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform**.**

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions**.**

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City**.**

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid**.**

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof**.**

3.19 **BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor**.**

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions**.**

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications**.**

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

Tabulation Of Bids

Event # : 608

Version: 1

Name: Fire Alarm Services

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Fire Alarm Services for the City's Fire Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB)

Open Date: 04/14/2026 03:00:00 PM **Close Date:** 05/12/2026 02:00:00 PM

Event Currency: USD

Supplier	Bid Amount
Haig Service Corp. 5601 Powerline Rd. #303 Fort Lauderdale, FL 33309	16,409.00

Items

Item: STATION #2

Description: STATION #2 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 2 – 528 NW 2 Street, 33311. EST Edwards System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #3

Description: STATION #3 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item B.Station 3 – 2801 SW 4 Ave., 33312. Notifier – NFS - 320 System

Description:

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #8

Description: STATION #8 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 8 – 1717 SW 1st Ave., 33316 – Mircom Flexnet Control Panel

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #13

Description: STATION #13 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 13 – 2871 E. Sunrise Blvd, 33304 Simplex – 4010 System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #29

Description: STATION #29 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 29 – 2002 NE 16 Avenue, 33304 Notifier – NFS – 320 System

Unit of Measure: MO **Quantity:** 12.0000

Tabulation Of Bids For Event # 608: Fire Alarm Services

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #35

Description: STATION #35 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: F.Station 35 – 1969 E. Commercial Blvd, 33308 Simplex 4010 System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #46

Description: STATION #46 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 46 – 1515 NW 19th Street, 33311 Simplex 4010 System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #47

Description: STATION #47 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 47 – 1000 SW 27 Avenue, 33312 Notifier (M-55 Z006 1 M055) System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #49

Description: STATION #49 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 49 – 1015 Seabreeze Blvd, 33316 GE -EST -1O500 System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #53

Description: STATION #53 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Long Item Description: Station 53 – 2200 Executive Airport Way, 33309 Notifier – NFS - 320 System

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: STATION #54

Description: STATION #54 - ANNUAL MONITORING, INSPECTION & MAINTENANCE

Unit of Measure: MO **Quantity:** 12.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	12.0000	62.000	744.00

Item: HOURLY REPAIR RATE

Description: HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Long Item Description: Hourly rate for a repair technician

Unit of Measure: HR **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	1.0000	68.000	68.00

Item: OVERTIME HOURLY RATE

Description: OVERTIME HOURLY RATE - TECHNICIAN FOR ADDITIONAL SERVICES

Long Item Description: Overtime hourly rate for a technician

Unit of Measure: HR **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	1.0000	102.000	102.00

Item: 608-PASS THRU

Description: PASS THRU

Long Item Description: The bidder MUST enter $8,000.00 as an estimated annual amount of money that may be spent on Parts and Materials on a pass-thru basis. If the bidder does not enter $8,000.00 for this item, the City will make a correction to the tabulation and enter
$8,000.00 for the bidder.

Unit of Measure: LS **Quantity:** 8,000.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	8,000.0000	1.000	8,000.00

Item: HOURLY SERVICE RATE - ASSISTANT

Description: HOURLY SERVICE RATE FOR ASSISTANT (LABORER)

Unit of Measure: DO **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Haig Service Corp.	1.0000	55.000	55.00

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
NA	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature	GENERAL MANAGER Title
HEATHER HAMILTON Name (Printed)	5/11/26 Date

Rev 10-2025

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

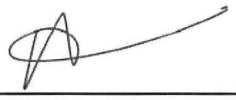
A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

   Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

   The Contract shall include provisions for the following:

   (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

   (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

HEATHER HAMILTON/GM

Print Name and Title

5/11/26

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

✓ Visa

HAIG SERVICE CORP.

Company Name

HEATHER HAMILTON

Name (Printed)

Signature

GENERAL MANAGER

Title

5/11/26

Date

Rev. 10/2025

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal.**

> Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name

(2) HAIG SERVICE CORP. is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name

(3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name

(6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: HAIG SERVICE CORP.

AUTHORIZED COMPANY PERSON: HEATHER HAMILTON _____ 5/11/2026
PRINT NAME SIGNATURE DATE

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2) _____ Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3) _____ Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) HAIG SERVICE CORP. Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: HAIG SERVICE CORP.

AUTHORIZED COMPANY PERSON: HEATHER HAMILTON _____ 5/11/2026

PRINT NAME SIGNATURE DATE

Forms Non-ISO Revision 10-2025

E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: #608-1

Project Description:

HAIG SERVICE CORP.

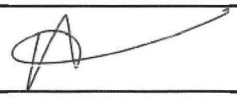
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: HAIG SERVICE CORP.

Authorized Company Person's Signature: 

Authorized Company Person's Title: GENERAL MANAGER

Date: 5/11/26

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) HAIG SERVICE CORP. EIN (Optional): 222657933

Address: 5601 POWERLINE RD #303

City: FORT LAUDERDALE State: FL Zip: 33309

Telephone No.: 9544743789 FAX No.: _____ Email: HHAMILTON2HAIGSERVICE.COM

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: 2-3

Total Bid Discount **(section 1.05 of General Conditions)**: _____

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

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VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

HEATHER HAMILTON
Name (printed)

Signature

5/11/26
Date

GENERAL MANAGER
Title

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of HAIG SERVICE CORP.,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a FL nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is HEATHER HAMILTON.
(Print complete name of corporate officer/authorized representative)
2. I am an ____ officer or ✓ authorized representative (Select one) of the Nongovernmental Entity. My title is: GENERAL MANAGER.
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: 5601 POWERLINE RD. #303 FORT LAUDERDALE, FL 33309

Email Address: HHAMILTON@HAIGSERVICE.COM

Main Phone Number: 954-474-3789 FEIN No.: 22-2657933

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 11 day of MAY, 2026, by HEATHER HAMILTON.
(Print name of corporate officer/representative)

JENNIFER CHRISTINE SOTER
Notary Public - State of Florida
Commission # HH 772340
My Comm. Expires Feb 26, 2030
Bonded through National Notary Assn.

(NOTARY SEAL)

_____
(Signature of Notary Public – State of FL)

JENNIFER SOTER
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of Identification Produced _____

WE BUILD COMMUNITY

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(l), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: HEATHER HAMILTON Title: GENERAL MANAGER Entity: HAIG SERVICE CORP.

Signature: _____ Date: 5/11/26

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF FLORIDA

COUTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 11 day of MAY 20 26 by HEATHER HAMILTON, as GENERAL MANAGER for HAIG SERVICE CORP., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ (Notary Seal)

Print Name: JENNIFER SOTER My commission expires:

JENNIFER CHRISTINE SOTER
Notary Public - State of Florida
Commission # HH 772340
My Comm. Expires Feb 26, 203
Bonded through National Notary Assn

REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name:	CITY OF MIAMI BEACH
Address:	1833 BAY ROAD 2ND FL, MIAMI BEACH FL 33139
Contact Person:	SANTIAGO SELLAN
Title:	CONTRACTS COMPLIANCE ADMINISTRATOR
Phone #:	786-502-7459
Email:	SANTIAGOSELLAN@MIAMIBEACHFL.GOV
Contract Value:	$80,586
Year(s):	3
Description:	FIRE ALARM MONITORING, SERVICE, INSPECTIONS, INSTALLATION

Company Name:	NRNS ACQUISITIONS
Address:	7580 NW 5 STREET PLANTATION, FL 33317 UNIT 15425
Contact Person:	BRIAN HOROWITZ
Title:	PROPERTY MANAGER
Phone #:	954-650-5085
Email:	BHOROWITZ@HSDHOLDINGS.COM
Contract Value:	$40262
Year(s):	5 YEARS
Description:	

Company Name:	CITY OF FORT LAUDERDALE - FIRE STATIONS
Address:	100 N ANDREWS AVE FORT LAUDERDALE FL 33301
Contact Person:	CAPTAIN MICHAEL O'SHIELDS
Title:	CAPTAIN
Phone #:	(954) 547-3136
Email:	MO'Shields@fortlauderdale.gov
Contract Value:	$24453
Year(s):	3
Description:	

City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2026-452

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying and approving the submission of an application to the Florida Division of State Fire Marshal for the Firefighter Cancer Decontamination Equipment Grant Program in the approximate amount of $34,129.75; authorizing execution of a grant agreement with the Division and the appropriation of the required 25% local matching funds in the amount of $11,376.59 if the grant is awarded to the City; providing for implementation and an effective date. *(Funds from Account #100-220-22000-0000-506043 - Machinery and Equipment)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: $11,376.59 (local match)
Account Name: Machinery and Equipment
Account Number: 100-220-22000-0000-506043

Background/History

The Florida Firefighter Cancer Decontamination Equipment Grant Program (FFCDEGP), administered by the Florida Department of Financial Services, Division of State Fire Marshal, provides financial assistance to fire departments for the purchase of equipment and training that reduces firefighters' exposure to occupational carcinogens. Eligible projects include Personal Protective Equipment (PPE) extractors, second sets of protective gear, vehicle exhaust capture systems, and related cancer prevention equipment and training.

Participation in the program will enhance the health and safety of Deerfield Beach Fire Rescue personnel by supporting best practices in firefighter cancer prevention. The grant requires a 25% local match and demonstrates the City's commitment to protecting its firefighters while reducing long-term health risks and associated costs.

Current Activity

The grant application deadline preceded the next available City Commission meeting. City staff, in

coordination with Deerfield Beach Fire Rescue, submitted the Florida Firefighter Cancer Decontamination Equipment Grant Program (FFCDEGP) application to the Florida Department of Financial Services, Division of State Fire Marshal, to preserve the City's eligibility for funding. The application requests funding for eligible firefighter cancer decontamination equipment, with the City's required 25% non-state match to be calculated based on the total eligible project cost. This resolution ratifies the submission of the grant application to the Florida Department of Financial Services, Division of State Fire Marshal.

If awarded, the grant will provide decontamination equipment that strengthens the Department's contamination-reduction protocols and helps safeguard the long-term health of its firefighters.

Recommendation
It is recommended that the City Commission ratify the submission of the City's Florida Firefighter Cancer Decontamination Equipment Grant Program application to the Florida Department of Financial Services, Division of State Fire Marshal, and, if the Grant is awarded, authorize the City Manager to execute the grant agreement and any related documents between the City and the Florida Department of Financial Services.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING AND APPROVING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DIVISION OF STATE FIRE MARSHAL FOR THE FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM IN THE APPROXIMATE AMOUNT OF $34,129.75; AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE DIVISION AND THE APPROPRIATION OF THE REQUIRED 25% LOCAL MATCHING FUNDS IN THE AMOUNT OF $11,376.59 IF THE GRANT IS AWARDED TO THE CITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Firefighter Cancer Decontamination Equipment Grant Program (the "Grant Program") was established pursuant to Section 633.137, Florida Statutes, and Section 69A-37.503 of the Florida Administration Code to help protect the health and safety of firefighters and provide financial assistance to help fire departments in the procurement of equipment, supplies, and educational training designed to mitigate exposure to hazardous cancer-causing chemicals; and

WHEREAS, Grant Program is administered through the Florida Division of State Fire Marshal (the "Division"), and the Fiscal Year 2026/2027 Grant application start date was July 7, 2026 and closed on August 20, 2027; and

WHEREAS, Grant Program eligible projects include personal protective equipment (PPE) extractors, second sets of protective gear, vehicle exhaust capture systems, and related cancer prevention equipment and training; and

WHEREAS, the Community Services Department, in collaboration with the Department of Public Safety and the transitional Fire Chief, submitted an application to the Division (the "Grant Application") for a grant under the Grant Program in the approximate amount of $34,129.75 (the "Grant") to be utilized by the City to purchase PPE extractor units and other eligible safety equipment, including three Groves VMD5 Vortex Mobile dryers, as further described in the Grant Application Narrative (collectively, the "Protection Equipment"); and

WHEREAS, the Grant Program provides a reimbursement grant and requires a minimum 25% local match of funds, which is approximately $11,376.59 for the requested Grant (the "Matching Funds"); and

WHEREAS, if the Grant is awarded, the City intends to utilize the Grant funds to procure the Protection Equipment approved under the Grant Program, which will enhance the safety and health of the City's Fire Rescue personnel; and

WHEREAS, if the City is awarded the Grant funds, the City will be required to execute a grant agreement with the Division providing for the terms and conditions of the Grant (the "Grant Agreement"); and

WHEREAS, City staff recommends that the City Commission ratify and approve the submittal of the Grant Application to the Division, and authorize execution of the Grant Agreement and the appropriation of Matching Funds for the Protection Equipment if the Grant is awarded to the City.

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 ratifies and approves the submission of the Grant Application to the Division for the Grant in the approximate amount of $34,129.75 for the Protection Equipment.

Section 3. If the Grant is awarded to the City, the City Commission hereby authorizes the City Manager to appropriate the Matching Funds for the Protective Equipment and execute a Grant Agreement with the Division, subject to the terms and conditions of the Grant Agreement being 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 _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

GRANT NARRATIVE

Deerfield Beach Fire Rescue

Florida Firefighter Cancer Decontamination Equipment Grant Program, FY2026-2027 | Form DFS-K4-2300 | CSFA 43.013

Financial Need

Deerfield Beach Fire Rescue is a newly established career fire department, created after the City transitioned from contracted fire-rescue services to an independent municipal department. Standing up the department on a compressed timeline required significant up-front investment in personnel, apparatus, facilities, and operating equipment. That investment consumed much of the City's available capital and forced difficult choices among competing safety and response priorities. As a newly established department, Deerfield Beach Fire Rescue operates on a first-year budget of approximately $25,225,706 operating budget, with available funds fully committed to the resources required to begin emergency response operations.

Dedicated firefighter cancer-decontamination equipment is one of the needs that went unmet. The department does not yet have enough capacity to consistently decontaminate PPE and reduce firefighters' exposure to carcinogenic contaminants after fire incidents. This gap affects all firefighters who respond to fire and emergency incidents across our six stations. These grant funds would provide three Groves EW35G PPE extractor units, allocated to Logistics, Station 4, and Station 102, with the new unit replacing an aging extractor. Paired mobile dryers would allow gear to be cleaned and returned to service without extended downtime, so firefighters are not left without protective equipment after a fire incident. Together, this equipment would give the department the decontamination capability it currently lacks.

Occupational cancer is recognized as the leading cause of line-of-duty deaths among firefighters (International Association of Fire Fighters [IAFF], 2025). Funding this equipment now, instead of phasing it in over future budget cycles, lets the department cut that exposure from its first days of operation rather than after years of accumulated risk.

The City will provide the required 25 percent non-state match. This commitment reflects the City’s financial investment in protecting its firefighters and sustaining the equipment beyond the grant cycle.

Project Description and Budget

The department requests two categories of equipment that work together to remove carcinogens from firefighter gear after a fire and return that gear safely to service.

Personal Protective Equipment Extractor Units. Three Groves EW35G, 35-pound soft-mount extractors, one each at Logistics, Station 4, and Station 102, the last replacing an aging unit. Extractors machine-clean turnout gear to remove the combustion byproducts that soak into the fabric during fire attack. Proper laundering is the single most effective step for reducing the carcinogens firefighters absorb through the skin, and it directly supports the Employer Cancer Prevention Best Practices in Rule 69A-62.025, F.A.C.

Other Equipment to Mitigate Exposure. Three Groves VMD5 Vortex mobile dryers, five positions, paired with the extractors. Rapid, controlled drying returns cleaned gear to service quickly and keeps personnel from reusing contaminated backup gear while a set is out for cleaning. The extractor and dryer together complete the decontamination cycle at each location.

All items are priced under Lake County cooperative contract number 22-730H, which gives the department competitive, pre-bid pricing and reflects prudent stewardship of public funds (MECO quote 460381-00, dated July 30, 2026).

Item	Qty	Unit Cost	Total
Groves EW35G, 35 lb. soft-mount PPE extractor	3	$7,743.78	$23,231.34
Groves VMD5 Vortex mobile dryer, 5 positions	3	$7,425.00	$22,275.00
Total project cost			**$45,506.34**
Grant request (75%)			**$34,129.75**
Local match (25%)			**$11,376.59**

The requested equipment is directly related to firefighter safety and to the program's objective of reducing exposure to hazardous, cancer-causing chemicals. It closes a specific, unfunded safety gap created by the department's transition, and it does so at cooperative contract pricing with a committed local match.

DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM

APPLICANT INFORMATION

Name of Fire Department: Deerfield Beach Fire Rescue

Name of Person Completing Form: Chantal Botting, Transitional Fire Chief

Physical Address: 150 NE 2nd Ave, Deerfield Beach, 33441
(Street) (City) (Zip)

Mailing Address: 1441 FAU Research Blvd, Deerfield Beach, FL 33441
(Street) (City) (Zip)

EMAIL Address: cbotting@deerfieldbeachfl.gov

County: Broward

Fire Department Telephone Number: (954) 250-4072

Name and Telephone Number of the Safety Officer/Representative for follow-up:

Sean Gladieux, Director of Public Safety (954) 250 - 4071

Fire Department Identification Number (FDID#): 10042

Federal Tax Identification Number: 59-6000305

What Year was Fire Department Established: 2026

Indicate whether you are a municipality or county, the state, or any political subdivision of the state, including authorities and special districts:

Municipality (City of Deerfield Beach)

Indicate the size of the population served: Approximately 87,000

Indicate the number of square miles in your area served: Approximately 16

Indicate the number of fire stations within your jurisdiction: 6

Indicate the number of certified firefighter personnel within your fire department listed on the Fire College Department of Insurance Continuing Education (FCDICE) roster:

N/A

Would decontamination equipment help you achieve the objectives of the Employer Cancer Prevention Best Practices, Rule 69A-62.025, F.A.C.?

☐ **No**

☑ **Yes**

Does your agency have post fire on-scene decontamination equipment and related practices on your suppression apparatus?

☑ **No**

☐ **Yes**

Do you presently submit fire incident data to the National Fire Incident Reporting Service (NFIRS)?
(Awarding of this grant is conditional on your department submitting fire incident data.)

☐ **No**

☑ **Yes**

Do you presently have decontamination equipment that is designed to mitigate exposure to hazardous cancer-causing chemicals? Use additional sheets if necessary.

☑ **No**

☐ **Yes** (List type and quantity of equipment and how many fire station and personnel this services)

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDER YEAR.
Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

a. Annual Operating Budget: $ 25,225,706

b. Total Grants Received $ _____

c. Total Funds Received (a.+ b.): $ 25,225,706

☐ Calendar Year _____ ■ Fiscal Year 26/27_____

Financial need must be documented in the Grant Narrative Section.

REQUESTING FUNDS FOR THE FOLLOWING EQUIPMENT, SUPPLIES, AND EDUCATIONAL TRAINING

For which of the following items are you requesting funds? (Please select ALL that apply.)

☐ **VEHICLE EXHAUST CAPTURE SYSTEMS (compliant with the standards of NFPA 1500 (2018 edition) incorporated by reference in Rule 69A-62.025, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

■ **PERSONAL PROTECTIVE EQUIPMENT EXTRACTOR UNITS**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **HOODS, GLOVES, OR HELMET EARFLAPS (compliant with the standards of NFPA 1971 (2018 edition) incorporated by reference in Rule 69A-37.060, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☒ **OTHER EQUIPMENT USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **SUPPLIES USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the supplies
- Explanation of how the supplies mitigate exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **EDUCATIONAL TRAINING**

Please provide the following information in the **Grant Narrative section**:

- Description of educational training
- Explanation of how training contributes to decreasing exposure to hazardous, cancer-causing chemicals

If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in obtaining? (Optional)

1. **Additional PPE extractor units for remaining stations**
2. **Additional second sets of turnout gear**
3. **On-scene decontamination supplies and resupply**
4. **Air-quality monitoring for apparatus bays**

MATCHING FUNDS: LEVEL OF NONSTATE MATCHING FUNDS, MINIMUM OF 25% OF NONSTATE FUNDING

Percentage of matching funds: 25 %

Please attach documentation indicating the source of the matching funds.

GRANT NARRATIVE (use additional sheets if necessary)

Directions:
Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Provide the required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department.

Provide an itemized list and costs of requested items:

Item 1: Groves EW35G, 35 lb. soft-mount PPE extractor. Qty 3. Unit $7,743.78. Total $23,231.34.
Item 2: Groves VMD5 Vortex mobile dryer, 5 position. Qty 3. Unit $7,425.00. Total $22,275.00.
Purchased under Lake County cooperative contract #22-730H (MECO quote 460381-00, dated 07/30/2026).
Total project cost $45,506.34. Grant request (75 percent) $34,129.75. Local match (25 percent) $11,376.59.

A full Grant Narrative (financial need and project description) is attached to this application.

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
NOTE: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request: Botting, Chantal

(Last Name) (First Name)

Mailing Address: 1441 FAU Research Blvd, Deerfield Beach, FL 33441

(Street) (City) (Zip)

Email Address: Cbotting@deerfieldbeachfl.gov

Telephone Number: (954) 445-5029

	Botting	Chantal	Transitional Fire Chief
Printed Name	(Last)	(First)	(Title)
Chantal Botting			
Signature			(Date)

Signature: Chantal Botting
Chantal Botting (Aug 18, 2026 16:32:47 EDT)

Email: cbotting@deerfieldbeachfl.gov

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-503

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the term of the Grant Agreement for the Lift Station No. 5 Project; authorizing execution of an amendment to extend the Agreement term through February 28, 2027; 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 HMGP Lift Station 5 Generator Project (Project Number 4668-008-R) in Deerfield Beach represents a critical infrastructure upgrade designed to strengthen the City's wastewater management system against power outages. The project involves the installation of a 200-kW diesel backup generator, a 400-amp automatic transfer switch, and the construction of an elevated concrete pad to meet South Florida Building Code standards.

This initiative is partially funded through the Hazard Mitigation Grant Program (HMGP) administered by FEMA. Once completed, the generator will provide continuous operation of Lift Station 5 during power disruptions, significantly increasing the station's resilience to natural disasters and advancing the City's overall disaster preparedness efforts.

Current Activity
The HMGP Lift Station Generator was purchased and delivered to the City during the second no-cost extension period. This third extension request is necessary due to ongoing challenges with the performance of the current project contractor, which have affected the original project schedule. Unforeseen site-specific conditions related to the generator’s size and elevation required additional site surveys to ensure full compliance with current building code standards, which further influenced the project timeline. To ensure the successful and timely completion of this critical infrastructure project, the City requested a written statement from the Contractor explicitly stating the date on which this will be completed. This strategic change will allow the City to monitor the contractor’s progress toward this end date. There is no cost impact associated with this extension

request under the current grant.

We respectfully request your approval of this six-month, no-cost extension, confident that this action will enable the City to bring the HMGP Lift Station Generator project, including any necessary reporting requirements, to a successful and timely completion while fully meeting the contractual obligations and intent of the disaster funding.

Recommendation

It is recommended that the City Commission authorize the submission of a request for a no-cost extension of Grant Agreement H0776, in order to extend the agreement through February 28, 2027.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A MODIFICATION TO THE HAZARD MITIGATION SUBGRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO REINSTATE AND EXTEND THE TERM OF THE GRANT AGREEMENT FOR THE LIFT STATION NO. 5 PROJECT; AUTHORIZING EXECUTION OF AN AMENDMENT TO EXTEND THE AGREEMENT TERM THROUGH FEBRUARY 28, 2027; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 18, 2021, the City of Deerfield Beach (the "City") applied for a grant under the Hazard Mitigation Grant Program ("HMGP"), a grant program funded by the Federal Emergency Management Agency and administered through a partnership with the Florida Division of Emergency Management (the "FDEM"); and

WHEREAS, the HMGP Program provides assistance to states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the HMGP grant was for the purchase and installation of a permanent back-up generator at Lift Station No. 5, a critical facility located at 701 SE 6th Avenue that provides sanitary sewer services (the "Project"); and

WHEREAS, the City was awarded $112,500 under the HMGP Program and executed a subgrant agreement, Contract No. H0776 with FDEM on April 5, 2022 to implement the Project with a completion end date of February 28, 2024 (the "Agreement"); and

WHEREAS, on September 9, 2024, pursuant to Resolution No. 2024/137, the City Commission approved an amendment to the Agreement, which reinstated and extended the term of the Agreement to February 28, 2025; and

WHEREAS, on May 20, 2025, pursuant to Resolution No. 2025/081, the City Commission approved an amendment to the Agreement, which reinstated and extended the term of the Agreement to February 28, 2026; and

WHEREAS, on January 20, 2026, pursuant to Resolution No. 2026/005, the City Commission approved an amendment to the Agreement, which extended the term of the Agreement through August 28, 2026; and

WHEREAS, although the Project has been progressing and the City's Contractor has delivered the generator, the Contractor has not completed the installation due to challenges related to the size and elevation of the generator in relation to the Project installation site; and

WHEREAS, the site plan for the Project has now been finalized and being permitted, and the Contractor has submitted written notice of Contractor's intent to complete the construction and installation of the Project by September 23, 2026; and

WHEREAS, it is necessary to submit a request for modification to the Agreement, as amended, for the reinstatement of the Agreement and a no-cost extension to FDEM to extend the Project end date through February 28, 2027, which will provide the City the necessary time to finalize the Project and satisfy the Project closeout requirements; and

WHEREAS, the City has received confirmation from FDEM that such request is permissible and that an amendment to the Agreement will be required; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize City staff to submit the City's request to modify the Agreement with FDEM to extend the Agreement through February 28, 2027 to provide for completion of the Project.

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 submission of the modification to the Agreement with FDEM to reinstate the Agreement and provide for a no-cost extension to extend the Project completion end date to February 28, 2027.

Section 3. Upon FDEM approving the reinstatement and extension request, the City Commission hereby authorizes the City Manager to execute an Amendment to the Agreement with FDEM to extend the Project completion end date to February 28, 2027, subject to the terms and conditions of the Amendment being 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 _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

Florida Division of Emergency Management
Mitigation Bureau - HMGP
EXTENSION REQUEST FORM

1. **Disaster #:** 4468 **Disaster End Date:** 08/31/27
2. Project Number: 4468-008-R (State ID #055)
3. Project Title: City of Deerfield Beach, Lift Station 5, Generator
4. Project Award Date: *October 20, 2021*
5. **Current Approved** Period of Performance Date (POP): *August 28, 2026*
6. Provide dates of any previous extensions (from – to):
   1) 2/28/24 – 2/28/25
   2) 2/28/25 – 2/28/26
   3) 2/28/26 – 8/31/26
7. Period of time Grant Award has been open: 58 months
8. Requested Project Period of Performance Expiration date: February 28, 2027
9. Type of Extension: Period of Performance Extension – for additional 6 months
10. Is this grant Award restricted by program and/or appropriation specifications, limitations or restrictions? ☒ No ☐ Yes (attach documentation)
11. Provide a detailed justification/explanation of the extenuating circumstances for the requested extension and reason(s) for the delay.
    The purpose of the extension request is to allow for sufficient time to complete the installation of the generator in accordance with the grant agreement. The additional delay is now due to challenges related to the size and elevation of the generator in relation to the project installation site. To meet current building codes, additional surveys were required to finalize the site plan. The site plan has been finalized and the permiting phase have begun. Installation is expected within the next three months.
12. Is the extension associated with the approval for revised scope of work?
    ☒ No new work ☐ Yes *(attach documentation)*
13. Is there work in progress for the approved Scope of Work? If so, please list exactly what work has been completed thus far, and percent completed.
    ☒ Yes, detailed below and included current QR Milestones-Activities ☐ No, *(detailed in request letter)*
    State Contracting - Completed - 100%
    Construction Plan/Technical Specifications - Completed - 100%
    Bidding/Local Procurement- Completed %100
    Permitting - In Progress
    Contruction/Installation - In Progress
14. Are there any concerns that would potentially prevent the scope of work to be completed within the extended period of performance?
    ☒ None identified at this time ☐ Yes, *(detailed in request letter)*
15. Budget Assurance - Project can be completed with the current awarded funds.
    ☒ Yes ☐ No *(detail in request letter and provide a revised Budget to Project Manager)*
16. Provide a detailed explanation or actions of what has been considered instead of the proposed extension?
    No alternative actions were considered.
17. This request is for a Non-Phased project ☒ Yes *(complete #17, Skip #18)* ☐ No *(complete #18 only)*
    Provide the State realistic assurance that the project can be completed within the 36-months timeframe (Provide Milestones and estimated dates for completion).

a)	**Milestones**	**Estimated Completion dates**
	State Contracting	04.30.2022
	Construction Plan / Technical Specifications	01.31.2023
	Bidding / Local Procurement	07.31.2023
	Permitting	06.30.2025
	Construction / Installation	12.31.2025

	Local Compliance	01.31.2026
	State Inspection / Compliance	10.28.2026
	Closeout compliance	11.28.2027
	Closeout deliverables shall be submitted to FDEM by:	***February 28, 2027***
18.	This request is for a Phased project ☐ Yes (complete #18) ☐ No (completed #17 above)	
	Provide the State realistic assurance that the project can be completed within the 36-months timeframe (Provide Milestones and Timelines dates for completion).	
a)	**Milestones**	**Estimated Completion dates**
	Phase I – State Contracting	
	Phase I – Bidding / Local Procurement	
	Phase I – Design Specifications	
	Phase I – Permitting	
	Phase I – Compliance	
b)	*Phase I deliverables shall be submitted to FDEM by:*	
	Phase II – State Contracting	
	Phase II – Construction Plan / Technical Specifications	
	Phase II – Bidding / Local Procurement	
	Phase II – Construction / Installation	
	Phase II – Local Compliance	
	Phase II – State Final Inspection / Compliance	
	Phase II – Closeout Compliance	
c)	*Phase II closeout shall be submitted to FDEM by:*	

This request includes documented justification that unusual circumstances existed, demonstrates that work is in progress, and the Period of Performance shall not exceed the Disaster End date.

Requested by:

Sub-Recipient: *City of Deerfield Beach*

Name: *Rodney Brimlow*
Title: *City Manager*
Email: *RBrimlow@deerfieldbeachfl.gov*
Phone: *954-250-4083*

I certify, by evidence of my signature below, that this request for a Period of Performance (POP) extension includes documented justification that unusual circumstances existed, demonstrates that work is in progress, and shall not impact the current FEMA Disaster POP end date and provides assurance that the project activities shall be completed prior to the Disaster End date. Acknowledges 2 C.F.R. 200.343, any funds not distributed within the approves POP of the grant will be de-obligated and returned to FEMA.

Sub-Recipient Signature: Rodney Brimlow (Aug 25, 2026 13:38:35 EDT) 8/25/2026

Signature *Date*

This Extension Request form MUST accompany your Official Extension Request letter.

In accordance with Section 287.057(12) Florida Statutes, contract extensions shall be in writing and subject to the same terms and conditions set forth in the initial Agreement (contract) and any written amendments (modifications).

if FEMA/State denies the time extension request, the sub-recipient may, upon completion of the project, be reimbursed for eligible project costs incurred only up to the latest approved completion date. If the project is not completed, no Federal funding will be provided for that project.

City of Deerfield Beach
Office of the City Commission
150 NE 2nd Avenue
Deerfield Beach, FL 33441

954.480.4263
954.480.4268 Fax
web.commission@dfb.city
www.dfb.city

Deerfield Beach
Florida

August 21, 2026

Ms. Patricia LaFever
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
Patricia.LaFever@em.myflorida.com

Re: Period of Performance Extension (POP) Request – HMGP Contract Number 4468-008-R

Dear Ms. LaFever,

The City of Deerfield Beach entered into a federally funded Subaward and Grant Agreement No. H0776 with the Department of Emergency Management under the Hazard Mitigation Grant Program for the City's Lift Station 5 Generator Project (No. 4468-008-R). The current amended agreement expired on August 28, 2026. We respectfully request a six (6) month extension of the Agreement, which would move the project completion date to February 28, 2027. This extension is necessary to allow sufficient time to complete the installation of the generator and all required project closeout activities in accordance with the Grant Agreement terms.

This third extension request arises from unforeseen site-specific challenges regarding the generator's size and elevation. To meet current building code requirements, additional site surveys were conducted, delaying finalization of the project's site plan. We are pleased to report that the site plan has been finalized, and the project has now entered the permitting phase. Installation of the generator is anticipated within the next three (3) months. We appreciate your consideration of this request and look forward to your continued support.

Sincerely,

Rodney Brimlow (Aug 25, 2026 13:38:35 EDT)

Rodney Brimlow
City Manager

Enclosure: Official Request Letter
POP Extension Request Form

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2026-549

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a third amendment to the contract with Zabatt Engine Services, Inc d/b/a Zabatt Power Systems to extend the completion date for the installation of the emergency generator for Lift Station No. 5 to September 30, 2026; authorizing execution of the Third 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
On July 18, 2023, the City entered into a contract with Zabatt Engine Services, Inc., d/b/a Zabatt Power Systems, Inc., for the installation of an emergency generator at Lift Station No. 5. The project is funded through a Hazard Mitigation Grant administered by the Florida Department of Emergency Management. The original contract required the project to be completed within 120 calendar days following the issuance of the Notice to Proceed, establishing an initial completion date of November 15, 2023.

On January 20, 2026, pursuant to Resolution No. 2026/006, the City Commission extended the contract through June 26, 2026, to allow the contractor additional time to complete the permitting process. On June 16, 2026, pursuant to Resolution 2026/086, the City Commission approved a second extension through August 28, 2026, to allow the contractor to proceed with the generator installation and complete the project.

Current Activity
The contractor is progressing with the project; however, unforeseen installation challenges involving the generator's size and required elevations have caused additional delays. As a result, the contractor will be unable to complete the installation by the current August 28, 2026, deadline.

The proposed Third Amendment extends the contract completion date to September 30, 2026. This extension will provide the contractor with the additional time necessary to address the installation conditions, complete the remaining work, and deliver the project to the City's satisfaction. All other

terms and conditions of the original agreement will remain unchanged.

Upon approval of the Third Amendment, the contractor is expected to continue the installation without interruption and complete the project no later than September 30, 2026.

Recommendation
Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE CONTRACT WITH ZABATT ENGINE SERVICES, INC. D/B/A ZABATT POWER SYSTEMS TO EXTEND THE COMPLETION DATE FOR THE INSTALLATION OF THE EMERGENCY GENERATOR FOR LIFT STATION NO. 5 TO SEPTEMBER 30, 2026; AUTHORIZING EXECUTION OF THE THIRD AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems (the "Contractor") entered into a contract (the "Contract") for Contractor to provide and install an emergency generator for Lift Station No. 5 as set forth in Invitation to Bid No. 2023-03-PC (the "Project"); and

WHEREAS, the Project is being funded by a Hazard Mitigation Grant (the "Grant") through the State of Florida's Division of Emergency Management Mitigation Bureau; and

WHEREAS, the Contract provided that the Contractor was to complete the Project within 120 days from the issuance of a Notice to Proceed ("NTP") by the City, which NTP was issued and commenced on July 18, 2023 whereby the completion date for the Project was to be achieved by November 15, 2023; and

WHEREAS, on January 20, 2026, the City Commission passed and adopted Resolution No. 2026/006 approving and authorizing an extension of the Contract to June 26, 2026 in order for the Contractor to complete the permit process; and

WHEREAS, on June 16, 2026, the City Commission passed and adopted Resolution No. 2026/086, approving and authorizing an extension of the Contract to August 28, 2026 to allow the Contractor to proceed with the installation and completion of the Project; and

WHEREAS, the Contractor has been progressing with the project, however, unforeseen installation challenges involving the size and required elevations have caused additional delay, and the Contractor has provided written notice of Contractor's intent to complete the Project by September 23, 2026; and

WHEREAS, due to these conditions and delays, the current completion date of August 28, 2026 is not feasible, and it has been determined that the Project completion date needs to be extended to September 30, 2026, which will allow the continuation of the installation without interruption; and

WHEREAS, Paragraph 6 of Section IV of the ITB allows for the contract time to be extended by a written amendment; and

WHEREAS, the City and Contractor desire to amend the Contract to reflect the new completion date of September 30, 2026, for the Contractor to fulfill its obligations to September 30, 2026, including but not limited to permitting completion, construction, testing and final acceptance of the emergency generator; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize the execution of the Third Amendment to the Contract with Contractor, 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 Third Amendment to the Contract with Contractor, attached as Exhibit "1" to extend the final completion date to September 30, 2026.

Section 3. The City Commission hereby authorizes the City Manager to execute the Third 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 _____, 2026.

CITY OF DEERFIELD BEACH

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND ZABATT ENGINE SERVICES, INC. D/B/A ZABATT POWER SYSTEMS, INC.

This Third Amendment (the "Amendment") to the Contract, dated July 18, 2023, (the "Contract") is made and entered into this ____ day of _____, 2026, by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems, Inc. (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a Contract for Contractor to provide and install an emergency generator for Lift Station No. 5 (the "Project") as set forth in Invitation to Bid No. 2023-03-PC (the "ITB"); and

WHEREAS, the Project is being funded by a Hazard Mitigation Grant (the "Grant") through the State of Florida's Division of Emergency Management Mitigation Bureau (the "Division"); and

WHEREAS, Article 2, Subsection 2.1 of the Contract set forth that the Contractor was to complete the Project within 120 calendar days from the City's issuance of a Notice to Proceed;

WHEREAS, the City issued the required Notice to Proceed commencing on July 18, 2023 whereby completion of the Project was to be achieved by November 15, 2023; and

WHEREAS, on January 20, 2026, pursuant to Resolution No. 2026/006, the Contract was extended until June 26, 2026 for the Contractor to complete the permitting process; and

WHEREAS, on June 16, 2026, pursuant to Resolution No. 2026/086, the Contract was extended until August 28, 2026 for the Contractor to proceed with the installation of the generator and complete the Project; and

WHEREAS, the Contractor has been progressing with the project, however, due to challenges with the installation of the generator regarding size and elevations, Contractor has advised that additional time is required to complete the installation; and

WHEREAS**,** due to these unforeseen conditions and delays, the current completion date of August 28, 2026 is not feasible, and it has been determined that the Project completion date needs to be extended to September 30, 2026; and

WHEREAS, Paragraph 6 of Section IV of the ITB allows for the contract time to be extended by a written amendment; and

WHEREAS, the City and Contractor desire to amend the current Contract to reflect the new completion date for the Contractor to fulfill its obligations as September 30, 2026,

which includes but is not limited to completion of the permitting process, construction activities, testing and final acceptance of the emergency generator.

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. That Article 2, Subsection 2.1 of the Contract is hereby amended as follows:

This Contract shall be effective upon execution and continue until completion of the Services to the City's satisfaction. The Contractor shall complete the work no later than ~~August 28, 2026~~ September 30, 2026 in accordance with the Agreement and the ITB terms and conditions.

Section 3. 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 until completion of the Services to the City's satisfaction.

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 DEERFIED BEACH, a municipal corporation of the State of Florida.

_____
Heather Montemayor, City Clerk

_____
Rodney Brimlow, City Manager

Approved as to form and legal sufficiency sufficiency for the use of and reliance by the City of Deerfield Beach, only:

Date: _____, 2026.

_____
Anthony C. Soroka, City Attorney

THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND ZABATT ENGINE SERVICES, INC. D/B/A ZABATT POWER SYSTEMS, INC.

CONTRACTOR

ATTEST:

Zabatt Engine Services, Inc. d/b/a
Zabatt Power Systems, Inc.

_____
Corporate Secretary

By: _____
Signature

Print Name: _____

Title: _____

Date: _____,2026.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-501

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Contract with Shrieve Chemical Company, LLC for sulfuric acid 93% for water treatment plant operations to address market conditions and include a unit price adjustment that increases the current price from $259.90 per ton to $402.36 per ton; providing for implementation and an effective date. *(Funds from Account #401-300-360-3602-000-53600-503511 - Chemicals)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $3,419.04 additional cost per month based on 24-ton deliveries/month
Account Name: Chemicals
Account Number: 401-300-360-3602-000-53600-503511

Background/History
On July 17, 2025, the City entered into an agreement with Shrieve Chemical Company, LLC, as the Primary Contractor pursuant to ITB No. 25-016 for the supply of 93% Sulfuric Acid for Water Treatment Plant operations. The contract established a fixed unit price of $259.90 per ton during the initial three-year contract term.

Beginning in December 2025, Shrieve notified the City of unprecedented increases in sulfur and transportation costs resulting from significant disruptions in global sulfur markets. Shrieve stated that rising sulfur prices, increased transportation costs, and global supply chain constraints created economic conditions substantially different from those existing at the time bids were submitted.

Throughout the first half of 2026, Shrieve submitted supporting documentation demonstrating substantial increases in the Green Markets Tampa Sulfur Posting, the industry benchmark widely utilized within the sulfuric acid market. According to the documentation provided, sulfur pricing increased from a baseline of $270 per ton at the time of bid submission to $655 per ton during the second quarter of 2026 and subsequently to $705 per ton during the third quarter of 2026.

The City's Procurement Division and Environmental Services Department conducted a review of the request and engaged in discussions with Shrieve regarding a commercially reasonable solution that would maintain a reliable supply of sulfuric acid for water treatment operations while providing a transparent and verifiable pricing methodology.

Current Activity
Following negotiations and internal review, the parties reached agreement on a proposed contract amendment establishing a sulfur-index-based price adjustment mechanism linked directly to the Green Markets Tampa Sulfur Posting. The amendment utilizes Shrieve's documented conversion factor of $0.3275 per ton for every $1.00 change in the sulfur posting from the bid-time baseline of $270 per ton.

Using the current Q3 2026 sulfur posting of $705 per ton, the adjusted unit price is calculated as follows:
Baseline sulfur posting: $270.00 per ton
Current sulfur posting: $705.00 per ton
Difference: $435.00 per ton
Adjustment factor: $435.00 × 0.3275 = $142.46 per ton
Original contract price: $259.90 per ton
Adjusted contract price: $402.36 per ton delivered

The proposed amendment further provides the following:
Pricing adjustments shall be reviewed quarterly.
Adjustments may increase or decrease based upon documented sulfur market movements.
Shrieve shall provide supporting Green Markets Tampa sulfur posting documentation before any pricing adjustment becomes effective.
The contract remains non-exclusive, and the City retains the right to procure the product from the secondary contractor or other authorized sources when necessary.
All pricing adjustments remain subject to the terms established in the approved amendment.

Recommendation
Staff recommends that the City Commission approve and authorize execution of the First Amendment to the Agreement with Shrieve Chemical Company, LLC to provide for a sulfur-index based price adjustment mechanism tied to the Green Markets Tampa Sulfur Posting.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH SHRIEVE CHEMICAL COMPANY, LLC FOR SULFURIC ACID 93% FOR WATER TREATEMENT PLANT OPERATIONS TO ADDRESS MARKET CONDITIONS AND INCLUDE A UNIT PRICE ADJUSTMENT THAT INCREASES THE CURRENT PRICE FROM $259.90 PER TON TO $402.36 PER TON; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on July 17, 2025 the City entered into a contract (the "Contract") with Shrieve Chemical Company, LLC (the "Contractor") as the Primary Contractor for the supply and delivery of Sulfuric Acid 93% for Water Treatment Plant Operations (collectively, the "Services") pursuant to Invitation to Bid No. 25-016 (the "ITB"); and

WHEREAS, Article 3 of the Contract sets forth the compensation to the Contractor, which is based upon the amount/rates set forth in Contractor's Response to the ITB, and the ITB terms and conditions provides for price adjustments for the subsequent optional renewal terms based upon the CPI; and

WHEREAS, the Contractor submitted a request to the City for a price adjustment to the current Contract price during the initial three-year term, citing unprecedented sulfur market volatility, refinery disruptions, and operational and financial challenges affecting its contract performance, and, throughout the first half of 2026, submitted supporting documentation demonstrating substantial increases in the Green Markets Tampa Sulfur Posting, the industry benchmark widely utilized within the sulfuric acid market; and

WHEREAS, the Procurement and Contract Administration Division (the "Division"), along with the Department of Environmental Services (the "Department"), conducted an internal review, including an independent verification of the Green Markets Tampa Sulfur Posting cited by the Contractor for its request, and confirmed the pricing increased from $270 per long ton at the time of the ITB (Q2 2025) to $655 per ton during the second quarter of 2026 and subsequently to $705 per ton during the third quarter of 2026; and

WHEREAS, City staff engaged in discussions with the Contractor regarding a commercially reasonable solution that would maintain a reliable supply of sulfuric acid for water treatment operations while providing a transparent and verifiable pricing methodology; and

WHEREAS, the City and the Contractor desire to amend the Contract to establish a sulfur-index-based price adjustment mechanism that is linked directly to the Green Markets Tampa Sulfur Posting, and utilizes a conversion factor of $0.3275 per ton for every $1.00 change in sulfur posting from the bid-time baseline of $270 per ton, with further price adjustments up or down under quarterly review, (the "Price Adjustment") as more specifically set forth in the amendment to the

Contract, attached Exhibit "1" (the "Amendment").

WHEREAS, the Price Adjustment will increase the per ton Contract price from $259.90 per ton to $402.36 per ton, equating to a price adjustment increase of $142.46 per ton; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize the execution of the 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 Amendment to the Contract with the Contractor, attached as Exhibit "1," to provide for the Price Adjustment.

Section 3. The City Manager is authorized to execute the Amendment to the Contract with the Contractor, 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 to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND SHRIEVE CHEMICAL COMPANY, LLC FOR SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

This First Amendment (the "Amendment") to the Contract dated July 17, 2025 (the "Contract") is made and entered into this _____day of _____, 2026 (the "Effective Date), by and between the City of Deerfield Beach, Florida, a municipal corporation of the State of Florida (the "City") and Shrieve Chemical Company, LLC, a Foreign Limited Liability Company authorized to do business in the State of Florida (the "Primary Contractor").

RECITALS

WHEREAS, on July 17, 2026, City and Primary Contractor entered into the Contract pursuant to Invitation to Bid No. 25-016 (the "ITB") for the supply and delivery of Sulfuric Acid 93% for Water Treatment Plant Operations to the City (the "Services"); and

WHEREAS, Article 3 sets forth the compensation to the Primary Contractor, which is based upon the amount/rates set forth in the Primary Contractor's response to the ITB, and the ITB terms and conditions provides for price adjustments for the subsequent optional renewal terms based upon the CPI as specifically set forth in the ITB; and

WHEREAS, the Primary Contractor has submitted a request to the City for a price adjustment current amount/rate during the current initial three-year term, citing unprecedented sulfur market volatility, refinery disruptions, and operational and financial challenges affecting its contract performance; and

WHEREAS, the Procurement and Contract Administration Division (the "Division") conducted an internal review of the Primary Contractor's request with the Department of Environmental Service, including independent verification of the Green Markets Tampa contract sulfur posting cited by the Primary Contractor, and confirmed that the Tampa contract sulfur posting moved from $270 per long ton at the time of the bid (Q2 2025) to $705.00 per long ton (Q3 2026), representing a material change in raw material cost; and

WHEREAS, the City and Primary Contractor desire to amend the Contract to provide for a quarterly price adjustment mechanism tied to the Green Markets Tampa Contract sulfur posting, with adjustments applied both upward and downward based on documented index movement, whereby the current unit price of $259.90 per ton will be increased to $402.36, representing an increase of $142.46 per ton.

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 Primary Contractor do hereby agree as follows:

1. The above referenced "Whereas" clauses are true and correct and are incorporated herein.

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

2. That Article 3 of the Contract entitled "Compensation" is hereby amended to add Subsection 3.4 as follows:

3.4 Price Adjustments.

a. The Unit Price for Sulfuric Acid 93% under Bid Line Item 1 of the Contract as of the Effective Date of this Amendment, shall be $402.36 per ton, which is based on Q3 2026 Green Markets Tampa contract sulfur posting of $705.00 per long ton, applied against the bid time baseline of $270 per long ton (Q2 2025), using a conversion factor of $0.3275 per $1.00 change in the Tampa contract sulfur posting.

b. As of the Effective Date of this Amendment, the Unit Price shall be subject to quarterly review tied to the Green Markets Tampa Contract sulfur posting. Price Adjustments shall be made either upward or downward based on the documented quarterly change in the Tampa contract sulfur posting, applying the conversion factor of $0.3275 per $1.00 change in the Tampa contract sulfur posting against the bid time baseline of $270 per long ton.

c. The Primary Contractor shall provide to the City Green Markets Tampa contract sulfur posting documentation at each quarterly review, in advance of any price adjustment taking effect. The City reserves the right to review and verify the supporting documentation. No quarterly price adjustment shall take effect without the City's receipt and review of the supporting documentation.

d. Quarterly review under this Amendment shall be conducted following the Green Markets Tampa contract sulfur posting, with any resulting price adjustment effective the following quarter, subject to the Contractor providing the required documentation set forth above, and the City accepting such price adjustment.

e. As set forth in the ITB, if during the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price/unit price, the Primary Contractor shall meet these prices, or the City may rebid the products and services.

3. Any and all other provisions of the Contract shall remain in full force and effect,

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives with all the formalities required by law on the day and year first written above.

ATTEST:

City of Deerfield Beach, a municipal corporation of the State of Florida

_____
Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Approved As To Form And Legal
Sufficiency for the use of and reliance
of the City of Deerfield Beach, Florida, only.

_____
Anthony C. Soroka, City Attorney

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FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND SHRIEVE CHEMICAL COMPANY, LLC FOR SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

Shrieve Chemical Company, LLC

Attest:

_____
Corporate Secretary

By: Signed by: Joey Gullion 70C4A79D687E4B0...
Signature

Witnesses:

Print Name: Joey Gullion

Signed by: Shannon Oeser B4DA59F22A04463...
Signature

Title: CEO

Print Name: Shannon Oeser

DocuSigned by: Jason VanVleet D195A90570704ED...
Signature

Print Name: Jason VanVleet

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CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

This Contract is made and entered into this 17 day of July, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Shrieve Chemical Company, LLC., a Foreign Limited Liability Corporation authorized to business in the State of Florida ("Primary Contractor").

W I T N E S S E T H:

WHEREAS, on April 18, 2025, the City, as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (the "Group"), issued Invitation to Bid No. 25-016 (the "ITB"), for the supply and delivery of Sulfuric Acid 93% for the water treatment plant operations to the City and the Group's participating members (the "Services); and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the two (2) responses, and after discussion with the Department of Environmental Services (ES), it was determined that the ITB be awarded to both bidders whose bids offered the lowest price and cost, best value and availability of the products for the Services; and

WHEREAS, on July 8, 2025, the City Commission passed Resolution No. 2025/120 approving the award of the ITB to Primary Contractor and authorized the City Manager to execute a Contract with the Primary Contractor; and

WHEREAS, this Contract, the ITB and the Primary Contractor's Bid Response constitute the entire Contract and describe the Services to be provided.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Primary Contractor's response to the ITB, attached as Exhibit "A", shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B", is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by Primary Contractor impractical, illogical, or unconscionable. The Primary Contractor hereby acknowledges and agrees that the Scope of Services shall be on **an as needed basis,** and in the event the Primary Contractor cannot fulfill the request from the City, the City reserves the right to utilize the Secondary Contractor in its sole discretion.

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1.3 Except as specifically modified herein, Primary Contractor shall be bound by the terms and conditions and prices as set forth in the ITB and the Primary Contractor's Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive Contract. The City may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.

1.5 Primary Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on July 16, 2028. The City reserves the right to renew the Contract for three (3) additional one (1) year renewal options, contingent upon City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.

2.2 In the event Services are scheduled to end because of the expiration of the Contract, the Primary Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3
COMPENSATION

3.1 The City agrees to compensate the Primary Contractor for Services provided on an as-needed basis, in the manner specified in the ITB, based upon the amount/rates set forth in Primary Contractor's response for the Services. In accordance with the ITB, Primary Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Primary Contractor based upon the applicable Purchaser Order and invoices provided by Primary Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Primary Contractor that the amount set forth on the applicable Purchase Order is the maximum payable and constitutes a

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limitation upon City's obligation to compensate Primary Contractor for its Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Primary Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Primary Contractor to reimburse its expenses.

3.2 The obligation of the City for payment to the Primary Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.

3.3 The Primary Contractor and the City shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4
TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, Primary Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Primary Contractor, the CITY will consider the Primary Contractor in breach of the Contract and shall give the Primary Contractor written notice of such breach by registered, certified mail. Upon receipt of the notification, Primary Contractor shall have three (3) calendar days to cure the default. In the event that Primary Contractor fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City , the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Primary Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

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4.4 Notice of termination shall be provided in accordance with the “NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.5 In the event this Contract is terminated for convenience, Primary Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Primary Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Primary Contractor, for City’s right to terminate this Contract for convenience.

4.6 In the event this Contract is terminated for any reason, any amounts due Primary Contractor shall be withheld by CITY until all documents are provided to City pursuant to Section 7.2 of Article 7.

4.7 Should at any time during the term of this Contract, including any option terms, the Primary Contractor is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the Primary Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.8 In the event this Contract is terminated, the City may assign the Contract to another Contractor, or seek a new Contractor, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

5.1 Primary Contractor shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. Primary Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non- discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate.

5.2 Primary Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Primary Contractor shall affirmatively comply with all applicable provisions of the

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Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Primary Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

6.1 Primary Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Primary Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Primary Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Primary Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Primary Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.

2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Primary Contractor shall be responsible to pay all deductible amounts, if any. Primary Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Primary Contractor 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 the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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 Primary Contractor uses a subcontractor, Primary Contractor shall ensure that subcontractor names CITY and

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the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages - Primary Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

☒ 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 successful Bidders, 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.

☒ 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 or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker’s Compensation, proper documentation shall be provided.

☒ Pollution Liability Insurance - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 each incident and a general aggregate limit of no less than $10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid

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gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of City, and, if a copyright is claimed, Primary Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by Primary Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Primary Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Primary Contractor shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

City shall have the right to audit the books, records, and accounts of Primary Contractor and its subcontractors that are related to this Project. Primary Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Primary Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Primary Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Primary Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to Primary Contractor's and its subcontractors' records, Primary Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Primary Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Primary Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Primary Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Primary Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

IF PRIMARY CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRIMARY CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, Primary Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Primary Contractor, Primary Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Primary Contractor or anyone for whose acts Primary Contractor may be liable, or regardless of whether or not caused in whole or

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in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Primary Contractor of any obligation hereunder. Primary Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to 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.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the Primary Contractor or disputes between City staff and the Primary Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Primary Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Primary Contractor to follow any such determination could be considered a material breach and subject the Primary Contractor to termination for cause. The Primary Contractor agrees that any complaints received by the City concerning misconduct on the part of the Primary Contractor, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The Primary Contractor agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither Primary Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

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FOR PRIMARY CONTRACTOR:
Chris Burns
Shrieve Chemical Company, LLC.
1442 Lakefront Circle
The Woodlands, TX 77380
Cburns@shrieve.com

7.7 MATERIALITY AND WAIVER OF BREACH

City and Primary Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.8 SEVERANCE

In the event a portion of this Contract found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Primary Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses 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. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this Contract, Primary Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar

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formality as this Contract and executed by the City and Primary Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

a. Primary Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Primary Contractor or its subcontractors are found to have submitted a false certification; or if Primary Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

b. If this Contract is for more than one million dollars, Primary Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Primary Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Primary Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

c. Primary Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Primary Contractor and any subcontractor of Primary Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Primary Contractor, Primary Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Primary Contractor. In accordance with Section 448.095, Florida Statutes, Primary Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

7.17 COMPLIANCE WITH LAWS

Primary Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Primary Contractor is a nongovernmental entity doing business with the City, Primary Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Primary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Primary Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Primary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST:

DocuSigned by:
Heather Montemayor
5E72ERB3A1E04DD...

HEATHER MONTEMAYOR
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

Signed by:
Anthony Soroka
5CAA0437D59A4C4...

ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH

By: Signed by:
Rodney Brimlow
7A3014915AB5442...

RODNEY BRIMLOW, CITY MANAGER

Date: 7/17/2025 ,2025.

CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

SHRIEVE CHEMICAL COMPANY, LLC.

ATTEST:

_____
Corporate Secretary

By: DocuSigned by: Chris Burns 9A533E201A6045B... _____
Signature

Print Name: Chris Burns

Title: Marketing Director

Date: 7/1/2025 ,2025.

Witnesses:

DocuSigned by: Jennifer Burns 80AD768D587E4A1... _____
Signature

Jennifer Burns
Print Name

Signed by: Rita Burns 52831B845DB44EC... _____
Signature

Rita Burns
Print Name

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EXHIBIT "A"
CITY'S ITB #25-016, NOTICE OF INTENT TO AWARD AND CONTRACTOR'S RESPONSE

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Deerfield Beach
Florida

INVITATION TO BID

No. ITB 25-016

Sulfuric Acid 93% for Water Treatment Plant Operations

April 18, 2025

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ADVERTISEMENT, INVITATION TO BID NO. ITB 25-016, SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

City of Deerfield Beach, a political subdivision of the State of Florida, will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Sulfuric Acid 93% for Water Treatment Plant Operations, as specified in this Invitation to Bid (ITB).

A copy of the complete solicitation package and all related documents and requirements is available for download from the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at https://www.deerfield-beach.com/64/Purchasing.

1. DATE, TIME, AND PLACE DUE:

The Bid submittal deadline for submission of Bids in response to this ITB **is May 14, 2025 at 2:00 P.M. ET.** Bids shall be delivered electronically via the eProcurement Marketplace link on the webpage of the City website at https://www.deerfield-beach.com/64/Purchasing. The City shall not be responsible for a Bidder's inability to submit a response by the Close Date and time for any reason, including issues arising from the use of the eProcurement Marketplace

Bids will be opened immediately following the Bid Submittal Deadline and will be publicly opened in the Procurement and Contract Administration Division 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441 or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. Interested parties may attend the opening. Bids submitted by any other means will not be accepted.

2. SOLICITATION PRE-SUBMITTAL CONFERENCE:

No Pre-bid Conference will be conducted for this solicitation

3. DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Bid is **May 9, 2025 at 5:00 P.M ET**. Questions and inquiries should be submitted via the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at https://www.deerfield-beach.com/64/Purchasing.

Important: A cone of silence is in place. See Section III.18 for details. Violations by a Bidder potential Bidder, or their representatives may result in sanctions.

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SOUTHEAST FLORIDA GOVERMENTAL
PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s),

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contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

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PURPOSE

The City of Deerfield Beach, Florida (City) invites qualified and experienced successful Bidder(s) to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with Sulfuric Acid 93% for Water Treatment Plant Operations. Any further reference in the Invitation to Bid (ITB) to the City shall apply to all participating agencies referenced in the ITB.

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

a. The City uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses to this competitive solicitation will only be accepted from Bidders who submit electronically through the City's eProcurement Marketplace by the Close Date and Time indicated; hard copies will not be accepted. Bidders are strongly encouraged to read the successful Bidder Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for a Bidder's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.

b. All information submitted by Bidder shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation documents. Bidders shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.

c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.

d. All responses will become the property of the City of Deerfield Beach. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

e. Responses will be publicly opened in the Procurement and Contract Administration Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. It is the responsibility of the Bidders to check

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the eProcurement Marketplace constantly for the latest updates. Bids will be tabulated and made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of what is requested, must be concise, and must specifically address the requirements of this competitive solicitation.

The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and determine whether the Bidder has the capacity to meet the requirements of the scope of work and specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only goods and workmanship of first quality are to be delivered. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, basedn industry standards of best practices**.**

3. Financial Plan, Capital, and Capabilities

The City may request the firm's financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets). If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

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4. ITB Schedule

Advertise Date	04/18/2025
Pre-bid Conference	N/A
Deadline for Questions	05/09/2025
Close Date and Time	05/14/2025
Projected Award/Commission Date	TBD
Contract Commencement Date	TBD

The City, in its sole discretion, reserves the rights to change this schedule of events.

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SECTION II - EVALUATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

1. Variances

For purposes of evaluating responses, Bidders must submit any change, variance or exclusion requests, from the terms, conditions, specifications, scope of work, minimum qualifications, and other requirements contained in the solicitation and any addenda. All requested changes, exclusions or variances to the terms and conditions must be submitted during the Question and Clarification period stated in the ITB.

If variances are not submitted during the Question and Clarification period, it will be assumed that the Bidder accepts all requirements in the solicitation and any addenda, and that the products and/or services quoted fully comply with the requirements.

All requested variances submitted are subject to review and approval by the City. Any modifications to the ITB documents will be incorporated via an addendum. The City reserves the right, in its sole and absolute discretion, to accept or reject any requests for changes, variances or exclusions. Further, the City reserves the right, in its sole and absolute discretion, to deem a Bid response containing variances as non-responsive and not consider the Bid response for award.

2. Evaluation Procedures

a. After the sealed Bids are opened, City staff, in consultation with the City's consultant as applicable, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each response received. Responses will be evaluated to ensure each response:
    i. Fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information (Responsive)
    ii. Is fully capable to meet all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to demonstrates the ability to provide good faith performance (Responsible)
    iii. Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a contract (Qualified). Responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and

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certification requirements, are stated in the Special Terms and Conditions.

b. The City reserves the right to conduct site visits to Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

3. Contract Award

a. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.

b. The City reserves the right to award the contract to one or multiple Bidders who will best serve the interest of the City. Award of this contract shall be made to the responsive and responsible Bidder(s) providing the lowest price(s), best value and availability of the required products and services.

c. An award recommendation to the lowest responsive, responsible Bidder will be made by Procurement with concurrence by the using department director that the Bidder is able to meet the requirements of the bid specifications.

d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

4. City's Exclusive Rights

The City reserves the exclusive rights to:

a. Waive any deficiency or irregularity in the selection process.
b. Accept or reject any or all qualifications statements or bids in part or in whole;
c. Request additional information as appropriate.
d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City.
e. Reject any or all submittals if found not to be in the best interest of the City.
f. In the event of a sole Bid, the City reserves the right to reject the sole Bid.

5. Contract Execution

By submitting a Bid in response to this ITB, Bidder acknowledges and agrees that (i) no enforceable contract shall be in force until the contract is fully executed by the City; (ii) that no action shall require the City execute such contract; and (iii) that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, or other costs, as a result of the City not executing the contract.

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SECTION III - GENERAL TERMS AND CONDITIONS

1. Independent Contractor

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2. Subcontractors

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. successful Bidders may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

3. Addenda, Changes, and Interpretations

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Deadline for Questions" as indicated in Section I, ITB Schedule, as may be amended by the City. Requests for clarification, modification, interpretation or changes must be submitted electronically via the City eProcurement Marketplace. Requests received after the deadline for questions will not be addressed.

Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

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4. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

5. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only material and workmanship of first quality are to be used.

6. Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

7. Costs Incurred

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

8. Withdrawal of Responses

Any response may be withdrawn up until the Close Date and time. Any response submitted to the City and not withdrawn prior to the Close Sate and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Bidder.

9. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an

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advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

10. Responsive

In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

11.Responsible

In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

12. Bidder's Qualifications

Bidder shall be in the business of providing the goods and services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of goods and services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

a. Bidder shall satisfy the Minimum Qualifications and Requirements in the ITB Attachment. Failure to do so may result in the response being deemed non-responsive or non-responsible and not considered for award.

13. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting contract, the inconsistency shall be resolved by giving precedence in the following order:

a. The contract
b. Contract attachments
c. Bidder's response and response enclosures whether attached or incorporated by reference
d. Scope of Work that includes all requirements and technical specifications
e. Contract General Conditions
f. Contract Special Terms and Conditions
g. Contract General Terms and Conditions. General Conditions of the Construction contract will control in the event of conflict with any of the documents.

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14. Licenses and Certifications

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

15. Insurance and Surety Bonds

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain required surety bonds, when insurance and surety bonds are required. The Successful Bidder shall not commence the work or otherwise perform the work as required by the resulting contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

16. Legal Requirements

By the submission of a Bid, the Bidder certifies that a careful review of the Solicitation Documents has taken place and that the Bidder is fully informed and understands the requirements of:

a. The solicitation documents.

b. The quality and quantity of services to be performed and goods to be provided.

c. The applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the requested work. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

17. Protest Procedures

If a Bidder intends to protest a finding of Bidder's failure to qualify or proposed award, the Bidder may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Procurement and

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Contract Administration Division. The time stamp clock located in the Procurement and Contract Administration Division office shall govern when the protest was received.

a. **Protest of Failure to Qualify**

Upon notification by the City that a Bidder is deemed non-responsive and/or non-responsible, the Bidder, who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

b. **Protest of Award of a Contract**

After a Notice of Intent to Award a contract is posted on the City eProcurement Marketplace, any actual bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

c. **Protest Fee**

Any Bidder filing a protest shall simultaneously provide a protest fee to the City in the form of a cashier's check or payment bond. The protest fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City estimated contract amount. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City.

d. **Protest Fee Amount**
   i. For solicitations for term contracts that provide for an annual expenditure amount, the protest fee shall be in the amount of $1,000.00 for contracts with an estimated annual amount of $100,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed $100,000.00, with a maximum deposit of $10,000.00.
   ii. For all other contracts, $1,000.00 for contracts with an estimated annual amount of $250,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed $250,000.00, with a maximum deposit of $10,000.00.

e. **Protest Committee**
   A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission.

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f. **Protest Appeal**
Any actual bidder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third (3rd) business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

18. Cone of Silence

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall apply as follows:

a. The cone of silence shall be in effect beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The cone of silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids, or takes other action which terminates the solicitation process.

b. Any entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its Bid evaluated in connection with a competitive solicitation, including the entity's representative(s) shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the evaluation committee.

c. The cone of silence shall not apply to written or oral communications with the City legal counsel or the Procurement and Contract Administration Division staff.

d. Any action in violation of this Code of Ordinances Section 38.127 shall be cause for disqualification of the Bid. The determination of a violation and the penalty shall be made by the City Commission.

19. Local Business Preference Program

a. The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by Federal requirements, Florida Statute, City policies, or funding source mandates to the contrary, and in accordance with City Code of Ordinances Section 38, preference shall be awarded to local businesses in the following manner:

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i. When a responsive, responsible nonlocal business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the Bid submitted by the nonlocal business, then such local business(s) shall have the opportunity, within five calendar days of notification by the Purchasing Manager or designee, to submit a best and final Bid equal to or lower than the amount of the low Bid previously submitted by the nonlocal business with the lowest Bid price. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest, best and final Bid. In the case of a tie in the best and final Bid between a local business and a nonlocal business, contract award shall be made to the local business.

ii. The determination as to whether a Bidder is a local business shall be made by City staff based upon documentation submitted by the Bidder with its Bid submission and as verified by the Procurement and Contracts Division.

b. This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA), to direct acquisitions under Section 38-116(c), nor to solicitations utilizing federal funding sources in accordance with 2 CFR §200.319(b).

c. An eligible bidder must satisfy the criteria as set forth City Code of Ordinances Section 38. to include the following:

i. Bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements.

ii. Bidder shall have no history, within the prior five (5) years, of non-performance, delinquent fees, liens, or Code violations.

d. The City, in its sole discretion shall determine whether a Bidder meets the criteria to qualify for a local business preference under the City Code.

20. Disadvantaged Business Enterprise Program

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran

business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of successful Bidder Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

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a. During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the Procurement and Contract Administration Division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE.

b. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119 or 286, Florida Statutes contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.

c. For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals, where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.

d. In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor’s portion of the work meeting the 50 percent requirement.

e. A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements.

f. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference.

g. In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations.

h. The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

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21. Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidder shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

22. Public Records / Confidential Information

a. Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

b. If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

c. Pursuant to Section 119.0701(2)(a), Florida Statutes, the Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

23. Excluded Parties from the Competitive Solicitation Process

a. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, successful Bidder, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list**.**

b. Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of $1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder:

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i. Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

ii. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or

iii. Is engaged in business operations in Cuba or Syria.

24. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

25. Conflict of Interest

a. The Bidder covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

b. No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's vendor List and prohibition from engaging in any business with the City.

26. Entire Agreement

This competitive solicitation, all attachments and exhibits, addenda, and the resulting contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

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27. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

28. Warranty

a. Warranty of Title - The Bidder warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications - The Bidder warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Bidder or its sub-contractors and successful Bidders, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted.

c. Warranty of Merchantability - The Bidder warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

d. Warranty of Material and Workmanship - The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Bidder shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Bidder and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Bidder a written acceptance of such condition.

e. Warranty of Intellectual Property - The Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America

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or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

29. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors, and assignees.

30. Severability

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

31. Venue

The venue for any and all litigation arising out of the contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

32. Service Test Period

If the Bidder has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Bidder can perform in accordance with the requirements of the contract, to the City's satisfaction, and within the rights of the City in. The service test period shall be conducted under all specifications, terms and conditions contained in the contract.

33. Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City.

If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all determining an award recommendation.

The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered such records and

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documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the Successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

34. Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the successful Bidder shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The successful Bidder shall provide and/or perform any or all of the following responsibilities:

The successful Bidder shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

The successful Bidder shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for successful Bidder to continue providing services for such extension period.

35. Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. 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.

36. Risk of Loss

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

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37. Delivery

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

38. Required Compliances and Regulations

In performing the Work, Bidder shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

39. Safety

a. The Successful Bidder shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

b. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
   i. All employees on the work site and all other persons who may be affected thereby.
   ii. The work and all materials and equipment incorporated therein.
   iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

c. Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

   i. The chemical name and the common name of the toxic substance.

   ii. The hazards or other risks in the use of the toxic substance, including:

      (1) The potential for fire, explosion, corrosivity and reactivity;

      (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

      (3) The primary routes of entry and symptoms of overexposure.

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iii. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

iv. The emergency procedure for spills, fire, disposal and first aid.

v. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

vi. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

40. Clean-Up and Worksite Appearance

The Successful Bidder shall at all times keep the Work site free from accumulation of waste materials, rubbish and debris. At the completion of the Work, Successful Bidder shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

41. Commercial Refuse Collection

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Successful Bidder shall comply with the City's regulations addressing commercial refuse.

42. Non-exclusive Agreement

Bidder agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

43. Background Checks

a. In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, any contracts which require a successful Bidder, subcontractor, to perform work in or on city property, as defined in Section 38-115, that is open to the public, where the successful Bidder or any sub-contractor or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs of where the services are of a nature which would reasonably warrant background checks.

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b. Criminal background checks shall be conducted through the Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I) or through the National Crime Information Center (NCIC) data base (Level II) as specified and required in this competitive solicitation. The successful Bidder shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter.

c. The successful Bidder shall ensure a similar background check has been done of its subcontractors' employees who will have access to city property.

d. The successful Bidder shall, at their expense, be required to submit an affidavit on the form provided with this ITB certifying that background checks shall be completed for all employees who will perform work on city property that is open to the public.

e. The successful Bidder shall submit such affidavit to the City contract administrator prior to any work being performed.

f. Successful Bidder or consultant shall maintain such records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by the City.

g. If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the successful Bidder shall not assign the individual to any work in or on City property that is open the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization.

h. For all new hires to perform the required services, successful Bidder shall conduct the background checks on the new hire at the time of the hire.

i. The City reserves the right to approve or disapprove whether the successful Bidder’s or consultant’s employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Bidder’s employment of an individual outside of this contract.

44. Excluded Parties from the Competitive Solicitation Process

a. Successful Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder or its

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subcontractors are found to have submitted a false certification; or if the successful Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the successful Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the successful Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The successful Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

d. In accordance with City of Deerfield Resolution, the City Manager and appropriate City officials shall review all City contracts and successful Bidders to ensure consistency with all federal sanctions against Russia and confirm the City is not doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals; providing for implementation and an effective date.

45. Manner of Performance and Personnel

a. The successful Bidder shall perform the Work in a competent and professional manner satisfactory to the Owner in accordance with the terms and conditions of this Agreement. The Owner shall be entitled to satisfactory performance of all Work described herein and to full and prompt cooperation by the successful Bidder in all aspects of the Work. At the request of the City, the successful Bidder shall promptly remove from the Project any successful Bidder employee, subcontractor, or any other person performing Work under the Agreement.

b. The successful Bidder shall defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any successful Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any

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successful Bidder's personnel as used in this Article shall not require the termination or demotion of such successful Bidder's personnel.

c. The successful Bidder shall employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Contract requirements.

d. The successful Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

e. The successful Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of successful Bidder shall have and wear proper identification and shall comply with any of City applicable security policies and procedures while performing any Work under this Agreement. Successful Bidder shall require each employee of its subcontractors to have and wear proper identification, and comply with all City applicable security policies and procedures while performing any Work under this contract.

f. The successful Bidder shall, at all times, cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

46. Indemnification

The parties agree that one percent (1%) of the total compensation paid to the Successful Bidder for the work of an awarded contract shall constitute specific consideration to the Successful Bidder for the indemnification to be provided under the awarded contract. The Successful Bidder 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 the Successful Bidder, and other persons employed or utilized by the Successful Bidder in the performance of the awarded contract. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. To the extent considered necessary by contract Administrator and City Manager, any sums due to the Successful Bidder under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

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47. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. This is the Agreement that will govern the Successful Bidder's performance and shall be executed by the Successful Bidder. All Bidders, by submission of their bids, agree to execute this Agreement, or a substantially similar Agreement, if selected by the City to perform the Work. The final Agreement may not be in the same form as the Draft Agreement.

48. Piggybacking

Successful Bidder may, if it has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of this competitive solicitation and the resulting contract.

49.E-Verify

The successful Bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful Bidder, the successful Bidder may not be awarded a public contract for a period of one year after the date of termination.

50. Debarment

By submitting a response to this solicitation, Bidder acknowledges that the City has the right to debar or suspend a person in accordance with Section 38-124 of the City Code for the person's:

a. Material misrepresentation or omission to the City;
b. Breach of contract with the City;
c. Felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.;
d. Failure to comply with the cone of silence; or
e. A finding of violation of the state ethics law or a county or municipal ethics ordinance.

51. Responsible Vendor Determination

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

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SECTION IV - SPECIAL TERMS AND CONDITIONS

To be considered responsible and eligible for contract award, the Bidder must demonstrate that it meets the mandatory minimum qualification requirements as set forth in the ITB and its exhibits and attachments to include, but not limited to the following. The Bidder shall submit documentation and information as required demonstrating compliance with the requirements. The City reserves the right to request additional documentation or to conduct a site visit as a means of determining responsibleness.

1. **Mandatory Minimum Qualifications**
    a. Required Licenses and Certifications: Bidder or subcontractor (s) of Bidder, or key personnel of Bidder proposed to perform the Work shall possess all licenses, certifications and credentials to perform the work, and shall provide a copy of such licenses, certifications, and other credentials with Bidder's response.

    b. Experience: Bidder and key personnel of Bidder proposed to perform the Work shall have experience at successfully performing the type of work requested herein.

    c. Capacity: Bidder must have the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner.

    d. Past Performance: The Bidder must have a history of good performance. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform or provide the services specified herein.

2. **Draft Contract**
    A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. The City reverses the right to negotiate a final contract with the Offeror being recommended for award. The final contract to be presented to the City Commission for award may include mutually negotiated and agreed upon terms and conditions including but not limited to changes in quantities, prices, scope of services, or other contract provisions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response. The final Contact need not be in the same form as the draft contract.

3. **Non-Exclusive Contract**
    Offeror agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

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4. Delivery

(a) All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

(b) Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

5. Inventory

The contractor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of the high use items will be delivered within seventy-two (72 hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserve the right to require proof of access to inventory. The vendor shall immediately notify the ordering department of each respective agency when they are out of stock of product due to circumstances beyond their control, or other supply chain issues effected delivery. The City and all other Cooperative Group agencies reserve the right to procure out of stock items from other sources in these circumstances.

6. Sample and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror

7. Contract Term

(a) Initial and Renewal Options - The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. The City Manager shall execute any renewal contract.

(b) Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall

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be compensated for the service at the rate in effect when this extension clause is invoked by the City.

8. Price

(a) Offeror shall quote a firm, fixed price for the items listed in the "Bid Line Items" tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc.

(b) Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm.

(c) All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award.

(d) Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of Ninety (90) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

9. Price Adjustments

(a) If during the contract the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

(b) Percentage discounts for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.

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(c) In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry.

(d) The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

10. Reporting Requirements

The Contractor (s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated

11. Invoices and Payments

(a) Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

(b) The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80

12. Safety

(a) The Successful Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

(b) The Successful Offeror shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(i) All employees on the work site and all other persons who may be affected thereby.

(ii) The work and all materials and equipment incorporated therein.

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(iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

(c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

(i) The chemical name and the common name of the toxic substance.

(ii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity and reactivity;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

(i) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

(ii) The emergency procedure for spills, fire, disposal and first aid.

(iii) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(iv) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information

13. Taxes

The Offeror shall include in its bid price and pay all State and local sales consumer and use taxes.

14. Waiver of Ownership Proposals

The Bidder's response to this ITB becomes the property of the City. All documents, including but not limited to, detailed reports, studies, plans, drawings, photographs, specifications, and all other data furnished by the Bidder in response to this ITB shall become the property of the City.

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SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The Successful Bidder shall not commence the Work or otherwise perform the Work as required by the resulting contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

1. General

a. Successful Bidder shall furnish to the Procurement and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the contract (Solicitation Title and Number), and state that such insurance is as required by this contract. successful Bidder's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the contract.

b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. successful Bidder shall pay all deductible amounts, if any. successful Bidder shall specifically protect City by naming the City and its elected officials, officers, employees, and agents as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of successful Bidder 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 the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

d. 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 successful Bidder uses a subcontractor, successful Bidder shall ensure that subcontractor 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.

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2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this contract the following insurance as indicated with X's:

☒ **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 successful Bidders, 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.

☒ **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 or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

☒ **Pollution Liability Insurance -** Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 each incident and a general aggregate limit of no less than $10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids,

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alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

☐ Other

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SECTION VI - SPECIFICATIONS

1. Inventory

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H2SO4) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Specifications

(a) Sulfuric Acid will (H2SO4) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

(b) This product is for use in the Water Treatment Plant's (membrane filtration system).

(c) Technical Grade: 93.19% minimum 66-degree Baume.

(d) Total iron content shall not exceed twenty-five parts per million (25ppm)

3. Certification and Testing

(a) The Sulfuric Acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

(b) The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

(c) Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

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4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

5. Delivery

(a) The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

(b) The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor shall be liable for all cost associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractor's expense. The city reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

(c) The transfer of product from the delivery to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

(d) The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Substitutions

(a) The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

(b) If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on

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the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

7. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The city may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

8. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contact name and
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

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June 12, 2025

NOTICE OF INTENT TO AWARD
A CONTRACT FOR
25-016 SULFURIC ACID 98% FOR WATER TREATMENT PLANT
TO
SHRIEVE CHEMICAL COMPANY, LLC. AND INTERACID NORTH AMERICA, INC.

Please be advised that the City of Deerfield Beach staff has reviewed the responsive and responsible bids received and concluded that the responsive and responsible offer was submitted by Shrieve Chemical Company, LLC., and Interacid North America, Inc. Therefore, staff is recommending award of the subject contract to two (2) contractors as followed: primary: Shrieve Chemical Company, LLC.; secondary: Interacid North America, Inc. The recommendation is scheduled to be presented to the City Commission at the July 8, 2025 City Commission meeting, but is subject to change.

Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action which ends the sealed competitive method process pursuant to Section 38-127 of the City Procurement Code. Should you have any questions please contact the Procurement and Contract Administration Division at 954-250-4039. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Best Regards,

Eddyson Etienne
Senior Buyer

ITB 25-016
Shrieve Chemical
Supplier Response

Event Information

Number: ITB 25-016
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/14/2025 02:00 PM (ET)
Notes: The City of Deerfield Beach is soliciting sealed responses from qualified vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Agency Group with 93% Sulfuric Acid for use in water utility operations, in accordance with the terms, conditions, scope of work for the above-mentioned Invitation to Bid (ITB).

The City will not Hold an Pre-Bid Conference.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the

requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

Licensing Requirements: The Vendor must possess Florida business license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (https://deerfield-beach.ionwave.net/HomePage.aspx) until the Deadline for Submission as indicated in this ITB. Late Bids will not be accepted. The City will only accept electronic bids for this ITB.

Contact Information

Contact: Eddyson Etienne
Address: Procurement and Contract Administration Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Email: Eetienne@deerfield-beach.com

Shrieve Chemical Information

Contact:	Chris Burns
Address:	1442 Lake Front Circle Suite 500 The Woodlands, TX 77380
Phone:	(281) 367-4226
Fax:	(281) 367-0071
Toll Free:	(281) 367-4226
Email:	cburns@shrieve.com
Web Address:	www.shrieve.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Burns
Signature

cburns@shrieve.com
Email

Submitted at 5/14/2025 09:13:18 AM (ET)

Supplier Note

Shrieve Chemical Company has successfully supplied the Deerfield Beach Co-op for many years in the past. We have extensive experience as it relates to sulfuric acid supply. In addition we have long-term relationships with our producing partners and our carriers that helps to ensure success

Requested Attachments

Certified Business Entity (CBE) Certification

No CBE Claim.doc

If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor’s CBE Certification. For more information reference the solicitation General Terms and Conditions.

Proof of Insurability

EvidenceofCoverage_W34186561.pdf

Attach proof of insurability meeting the minimum insurance requirements stated in the ITBC. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.

Participation from Disadvantage Business Entity(s)

DBE.doc

If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.

Experience

Shrieve Chemical Company - Experience.doc

Attach a description of Bidder's experience and background in the type of work detailed in this ITBC that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.

Copies of Applicable Licenses and Certifications

Division of Corporations - 2025.pdf

As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.

Business Tax Receipt

SCC TAX EXEMPT CERTIFICATE 2025.pdf

Attach a copy of Bidder's most recent business tax receipt from the jurisdiction of Bidder's principal place of business, regardless of location.

W-9 Form

Shrieve Chemical Company LLC 2025 W9.pdf

Submit a copy of your firms W-9 Form.

Statement - Individuals with Legal Authority to Bind

authority bid.pdf

If applicable, upload the statement of individuals with legal authority to bind Bidder.

Florida Division Of Corporations Registration

Division of Corporations - 2025.pdf

Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active". If a vendor is located out of state, they can register as a foreign corporation via https://dos.fl.gov/sunbiz/forms/corporations/#foreigncorp. All firms must have an 'Active' registration prior to the bid submittal deadline.

Qualifying Agent Documentation

Qualifying Agent.doc

Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.

Conflicts of Interests

Conflict of Interest - additional data.doc

If applicable, upload details regarding any potential for conflicts of interests.

Ethics Code Disclosure

Minimum qualifications - additional information.doc

If applicable, Upload all required documentation as identified in Attachment D, Minimum Qualifications - Section 9.

Attachment A - Supplier Performance Verification Form

Attachment A Supplier Performance Verification Form - completed.pdf

Upload a completed and fully executed Attachment A

Attachment B - E-Verify Compliance Verification Form

Attachment B E-Verify Compliance Verification Form - completed.pdf

Upload a completed and fully executed Attachment B

Attachment C - Background Check Affidavit

Attachment C Background Check Affidavit - completed.pdf

Upload a completed and fully executed Attachment C

Attachment D - Public-Entity-Crime-Statement

Attachment D Public Entity Crimes - completed.pdf

Upload a completed and fully executed Attachment D

Attachment E - Non-coercion Affidavit for Human Trafficking

Attachment E Affidavit Attesting to Noncoercive conduct for Labor Services - completed.pdf

Upload a completed and fully executed Attachment E

Attachment F - Statement of Compliance Byrd Anti-Lobbying

Attachment F Anti-Lobbying Certification - completed.pdf

Upload a completed and fully executed Attachment F

Attachment G - Minimum Qualf & Requirements

Attachment G - Minimum Qualf & Requirements.pdf

Upload a completed and fully executed Attachment G

Attachment H - BIDDER QUESTIONNAIRE

Attachment H Bidder Questionnaire - completed.pdf

Upload a completed and fully executed Attachment H

Attachment I - BID SIGNATURE FORM

Attachment I - Bid Signature Form - completed.pdf

Upload a completed and fully executed Attachment I

Response Attachments

20250509_134221(0).jpg

Photo

01030 - 060.pdf

NSF Verification

Sulfuric Acid 93 - 98% GHS SDS (002).pdf

Sulfuric Acid SDS

2025 NSF Test Report Sulfuric Acid - Riverview.pdf

NSF Test Results

Sulfuric Acid 93% Mosiac.doc

Mosaic 93% sulfuric acid spec sheet

IND_SULAC93_WhtSpr.pdf

Nutrien 93% Sulfuric Acid Spec Sheet

Bid Attributes

1	**BIDDER INSTRUCTIONS** The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsible, non-responsive and not considered for award.
2	**Drug-Free Workplace Programs** Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below: Bidder hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes

3 Contract Indemnification

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor 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 Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

☑ I Affirm

4 Non-Collusive Affirmation

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. Bidder affirms the price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☑ I Affirm

5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☑ I Affirm

6 Local Vendor Affirmation

Bidder shall affirm if it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt.

Bidder must include its local business Tax Receipt in the "Response Attachments" tab if making this claim.

I am not a local vendor.

7 Certified Business Entity Affirmation

If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work.

NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the ITB, Section III, General Terms and Conditions, Item 20 for more details on CBE certification.

I am not a Disadvantaged Business Entity

8 Verification of Employment Status

Bidder affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of:
a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and;
b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract.
Bidder further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract.

☑ I Affirm

9 Individuals with legal authority to contract

Based upon Bidder's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership)within Bidder's organization, with the legal authority to contractually bind the business.

NOTE: If Bidder's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Bidder's company letterhead, signed by one of the individuals listed above and include in Bidder's Response Attachments.

Jason VanVleet - CEO/CFO

10 Former Business Names

Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?

Not Applicable

11 Use of Subcontractors

Will Bidder be using any subcontractors to complete any portions of the work?

No

12 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A.

Not applicable

13 Default and Non-Performance History

Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details.

No

14 Criminal Litigation History

Does Bidder or any of its principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

15 Litigation, Arbitration, and Claims or Liens against Bonds

As a prerequisite for qualification, the following shall apply:
a) Bidder shall not be involved in current/pending or past litigation/arbitration during the last five (5) years, which, can potentially have a material negative impact on its ability to execute this project;
b) Bidder shall not display an undesirable pattern of litigation with owners over construction matters;
c) Bidder shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.

Provide an explanation if Bidder does not meet any of these litigation, arbitration, claims or liens requirements.

Not Applicable

16 Conflicts of Interests

Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all Bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 for your business.
Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission

NOTE: If Bidder confirms it has potential conflicts, **Bidder must submit details regarding any potential conflicts of interests in the "Response Attachment" tab.**

If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s).

☑ Bidder has read Florida Statute 112.313
☑ Bidder affirms that it does not have conflicts
☐ Bidder confirms it has potential conflicts

17 Attachment A – References & Vendor Performance Reference Verification Survey Form

Bidder shall submit Vendor Performance Reference Verification Survey Forms completed by five references with its Response Attachments.

☑ I Affirm

18 Attachment C - Background Check Affidavit

Bidder affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C), if awarded the contract.

☑ I Affirm

Bid Lines

1 Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.

Quantity: 15606 UOM: ton Unit Price: $259.90 Total: $4,055,999.40

Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit I -Co-op Participating Agencies

Item Attributes

1. Product Offered and Manufacturer Name.

93% Sulfuric Acid - Mosaic Fertilizer

2. Percentage H2SO4.

93%

3. Minimum Percentage of Sulfuric Acid.

93.2%

4. Average Percentage of Sulfuric Acid.

94%

5. Specific Gravity at 60 degrees Fahrenheit.

1.83

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

14

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

2

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa Contract).

The price will be tied to the Green Markets Tampa sulfur contract posting which currently is $270.00. The price will move up OR down $.33 for each $1.00 change in the posting the 1st day of the second month of each calendar quarter. Price changes are based on ship dates. For accounting purposes sulfur cannot go below zero.

11. State telephopne number for placement of orders.

(281) 367-4226

12. State e-mail address for placement of orders.

wstewart@shrieve.com

13. State telephone number for emergency contact after regular business hours.

(281) 367-4226

Response Total: $4,055,999.40



Detail by Entity Name

Foreign Limited Liability Company
SHRIEVE CHEMICAL COMPANY, LLC

Filing Information

Document Number	M22000001143
FEI/EIN Number	74-1994881
Date Filed	01/24/2022
State	TX
Status	ACTIVE

Principal Address

1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Mailing Address

1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Registered Agent Name & Address

BURNS, CHRIS
2301 CYPRESS GARDENS BLVD
WINTER HAVEN, FL 33884

Authorized Person(s) Detail

Name & Address

Title MGR

VANVLEET, JASON
1442 LAKE FRONT CIRCLE, STE. 500
THE WOODLANDS, TX 77380

Annual Reports

Report Year	Filed Date
2023	03/10/2023
2024	02/09/2024
2025	02/14/2025

Document Images

02/14/2025 -- ANNUAL REPORT View image in PDF format

02/09/2024 -- ANNUAL REPORT	View image in PDF format
03/10/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

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Department of MANAGEMENT SERVICES

Menu

Home / Business Operations / State Purchasing / State Agency Resources / Vendor Registration and Vendor Lists / Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.81 KB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.75 KB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.95 KB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.17 KB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.78 MB]

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Updated 12/10/19

State Purchasing

Chief Procurement Officer (CPO) Memoranda

Executed Agency ACS Requests

State Contracts and Agreements

MyFloridaMarketPlace

Public Procurement Professional Development

Approved Drone Manufacturers

State Agency Resources

Statewide Travel Management System

Vendor Resources

State Purchasing Insurance Program (SPIP)

Contact Us

State Purchasing Website Feedback

Office of Supplier Development (OSD)

Document reader download links:

Adobe PDF Reader

Frequently Asked Questions

Agency Organization

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ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Collier County Utilities

Reference Contact:

Contact E-mail: Gary.Newcomer@colliercountyfl.gov

Contact Phone #: 239-252-6255

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Supplies Product in Time Requested and No Issues Noted

Reference Printed Name: Gary Newcomer (Person completing survey) Title: Operator, Chief

Signature: (Person completing survey) Date: 5-9-25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

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Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Lakeland Electric

Reference Contact: Thomas Johnston

Contact E-mail: Thomas.Johnston@lakelandelectric.com

Contact Phone #: 863-834-6623

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Reference Printed Name: Thomas Johnston (Person completing survey) Title: Engineer

Signature: (Person completing survey) Date: 5/12/25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: Date:

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Deerfield Beach Florida

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Martin County

Reference Contact: Derek Watson

Contact E-mail: dwatson@martin.fl.us

Contact Phone #: (386) 590-2622

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Reference Printed Name: Derek Watson (Person completing survey) Title: Chief Plant Operator

Signature: Derek Watson (Person completing survey) Date: 5/8/2025

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Indian River County Department of Utility Services / Water Production

Reference Contact: Leon Liberus

Contact E-mail: LLIBERUS@INDIANRIVER.GOV

Contact Phone #: 772-226-3416

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

While staff are very pleased with the level of service provided, they have expressed concerns that delivery personnel are not fully blowing off their lines, resulting in excess chemical needing to be drained into the containment system.

Reference Printed Name: Leon Liberus (Person completing survey) Title: Water Plant Superintendent

Signature: _____ (Person completing survey) Date: 5/9/25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: City of Cape Coral, South R.O. Plant

Reference Contact: Sal Nuzzo

Contact E-mail: cnuzzo@capecoral.gov

Contact Phone #: 239-574-0868

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 2
2. Rate the competency and accessibility of the personnel performing the services. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 1
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 2

Additional comments (optional):
Continuous billing and invoice errors

Reference Printed Name: Sal Nuzzo (Person completing survey) Title: Water Plant Operator Class A License

Signature: (Person completing survey) Date: 5-9-25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Deerfield Beach
Florida

E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: 25-016

Solicitation Title: Sulfuric Acid 93% for Water Treatment Plant Operations

Bidder Name: Shrieve Chemical Company, LLC ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and

(b) All persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Chris Burns, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ **Date:** 5/9/25

Print Name: Chris Burns **Title:** Marketing Director

STATE OF Florida

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9th day of May, 2025 (year) by Chris Burns (name of person making the statement) as MKE Dir (title) of Shrieve Chem Co LLC (company name), on behalf of Shrieve Chem Co (company name), who ☑ is personally known to me or ☐ has provided _____ as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Kate Hall
My Commission HH 505201
Expires 7/24/2026

_____
NOTARY PUBLIC, STATE OF FLORIDA

Kate Hall
(Name of Acknowledger Taped, Printed or Stamped)

HH 505201
Commission Number

REVISED 1/10/2023

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

ATTACHMENT "C", BACKGROUND CHECK AFFIDAVIT

RFP/RSQ No. 25-016

STATE OF FLORIDA ( ) SS.
COUNTY OF (Polk.)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.

2. I am the Marketing Directo (title) of Shrieve Chemical Co, LLC and I certify that I have the authority to make the representations set forth within this Affidavit.

3. Shrieve Chemical Company, LLC intends to enter into a contract with the City of Deerfield Beach for Sulfuric Acid 93%, ITBC No.25-016

4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:

   ☒ The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)

   ☐ National Crime Information Center (NCIC) data base (Level II).

5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.

6. I hereby certify that in accordance with requirements of Section 38-140 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-140 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.

7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Executed this 9th day of May, 2025.

By _____
(Signature)

By Chris Burns, Marketing Director
(Printed Name and Title)

The foregoing was acknowledged before me this 9th day of May, 2025, by Chris Burns who is personally known to me or who has produced FL Drivers Lic. as identification and who did take an oath.

WITNESS my hand and official seal, this 9 day of May, 2025

(NOTARY SEAL)

Notary Public State of Florida
Kate Hall
My Commission HH 505201
Expires 7/24/2026

_____
(Signature of person taking acknowledgment)

Kate Hall
(Name of officer taking acknowledgment)

typed, printed or stamped

Notary
(Title or rank)

HH 505201
(Serial number, if any)

My commission expires:
07-24-2026

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Background Check Affidavit
List of Employees

RFP/RSQ No. 25-016

Name (First, Last)	Result
All Shrieve Chemical Company employees have had background checks completed, but will not access City property	Passed ☑ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
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	Passed ☐ Failed ☐
	Passed ☐ Failed ☐

Note: Insert additional sheets if necessary.

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ATTACHMENT D, PUBLIC ENTITY CRIMES

IFB No. 25-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Deerfield Beach by Chris Burns, Marketing Director
[print individual's name and title]
for Shrieve Chemical Company, LLC
[print name of Proposer's entity submitting sworn statement]

whose business address is: 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380

_____ and (if applicable)

its Federal Employer Identification Number (FEIN) is 74-1994881 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

   (a) I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

1

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ATTACHMENT C, PUBLIC ENTITY CRIMES

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(x) _____
Signature of Proposer

Sworn to and subscribed before me this 9th day of May, 20 25.

Personally known ✓ OR Produced identification _____

_____

Notary Public – State of Florida

My commission expires 07-24-2026

_____
Notary Signature

Kate Hall
Printed or stamped commission name of notary public)

Notary Public State of Florida
Kate Hall
My Commission HH 505201
Expires 7/24/2026

2

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Attachment E - Affidavit Attesting to Noncoercive Conduct for Labor or Services

Bidder name: Shrieve Chemical Company, LLC (**Vendor**)

Vendor FEIN: 74-1994881

Address: 1442 Lake Front Circle, Suite 500

City: The Woodlands State: TX Zip: 77380

Phone number: 281.367.4226 Email Address: cburns@shrieve.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Printed Name and Title: Chris Burns, Marketing Director Date: 5/9/25

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ATTACHMENT "F"

BYRD ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

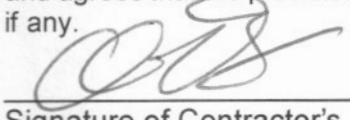
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Shrieve Chemical Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chris Burns, Marketing Director

Name and Title of Contractor's Authorized Official

Date 5/9/25

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ATTACHMENT G – MINIMUM QUALIFICATIONS AND REQUIREMENTS

The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. Additional documents and information must be provided by the Bidder in response to specific requirements stated herein or within the ITB.

SECTION I MINIMUM QUALIFICATIONS

Bidder shall submit the information and/or documentation requested that confirms Bidder meets the minimum qualification. Failure to do so may result in the Bid being deemed non-responsive or non-responsible and not considered for award. As applicable, the City will verify the information provided.

1. Experience

Bidder must have been in the business of providing goods/services similar to those in this ITB for a minimum of two years.

Provide the following information for three client references who can verify Bidder has experience in providing the goods/services similar to those in this ITB and who are agreeable to responding to the City's inquiry regarding this minimum qualification.

Client Name City of Lakeland
Client contact name Thomas Johnston
Contact phone number 954.802.9143
Contact email address Thomas.Johnston@lakelandelectric.com

Client Name Indian River County
Client contact name Jennifer Hyde
Contact phone number 772.226.1575
Contact email address Jhyde@indianriver.gov

Client Name Collier County
Client contact name Gary Newcomer
Contact phone number 239.207.1636
Contact email address Gary.Newcomer@colliercountyfl.gov

2. Contract Performance

Bidder has not, within the prior five (5) years, had a history of non-performance.

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☑ **By checking this box, Bidder affirms that it has not, within the prior five years, had a history of non-performance.**

3. City Contract Performance

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not have failed to perform faithfully on any previous contract with the City.

☑ **By checking this box, Bidder affirms that it has not failed to perform on any previous contract with the City.**

4. Equipment

Bidder must possess all equipment required for the provision of work.

Provide a list of the primary equipment to be utilized for the provision of goods/services in accordance with the requirements of this solicitation:

Third Party Carrier

5. Provide supporting documentation in the form of photographs of the equipment referenced above in Item 4.

☑ **By checking this box, Bidder confirms it has submitted photographs with its Bid.**

6. Convicted / Suspended / Discriminatory / Complaints Vendor Lists

In accordance with Florida Statute §287.017, Bidder shall not be on any of the following lists: Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, and Vendor Complaint List**.**

☑ **By checking this box, Bidder affirms it is not on the Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, nor Vendor Complaint List, and that no action or inaction has been taken by Bidder or its representatives to warrant inclusion on any of these lists.**

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7. Prohibition Against Contracting with Scrutinized Companies

In accordance with 287.135 (5), at the time Bidder submits a Bid for a contract or before the company enters into or renews a contract with the City for goods or services of $1 million or more, is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List, or engaged in business operations in Cuba or Syria.

☑ **By checking this box, Bidder affirms that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.**

8. Prohibition Against Contracting with Russian Companies

In accordance with City of Deerfield requirements and federal sanctions, Bidder shall not be listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals.

☑ **By checking this box, Bidder affirms that it is not listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List.**

9. Ethics Code Disclosure

In accordance with Section 2-505 Chapter 2, Article IX, known as the City of Deerfield Beach Ethics Code, Bidder shall not have any ethics code violations and must disclose and provide documentation for any of the items in a, b, or c that are applicable and attach to the response all necessary and relevant information and documentation as shown below:

a. Include a listing of all campaign contributions to a sitting city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether generally or limited if it's a limited liability company.
b. Disclose all those items that a regulated officer is required to disclose under Article IX, Ethics Code, concerning any conflict, whether actionable or non-actionable.
c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation.

☐ **By checking this box, Bidder confirms it has made contributions and has uploaded in the "Response Attachments" tab in the eProcurement Marketplace all necessary and relevant information to include the following for all contributions:**

(1) the name of the individual making the contribution,
(2) name of the individual to whom the contribution was paid,
(3) the title of the individual to whom the contribution was paid,
(4) the amount of the contribution,
(5) The date of the contribution.

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☑ **By checking this box, Bidder affirms that it has NOT made any campaign contributions as detailed above and therefore no information is submitted for this item.**

☐ **By checking this box, Bidder confirms it has submitted in the "Response Attachments" all necessary and relevant information to include disclosure concerning any conflict, whether actionable or non-actionable.**

☑ **By checking this box, Bidder affirms that it does NOT have any disclosures concerning any conflict and therefore no information is submitted for this item.**

☐ **By checking this box, Bidder confirms it has attached to its response all necessary and relevant information to include disclosure of any action that is a violation of this Article IX, Ethics Code and what was done to rectify the violation.**

☑ **By checking this box, Bidder affirms that it does NOT have any disclosures concerning any violation of Article IX, Ethics Code.**

10. Registration with State

Bidder must be registered with the State of Florida, Division of Corporations, to do business in Florida prior to the Close Date and Time.

Provide Bidder's name and FEI/EIN number as shown on the State of Florida Division of Corporations www.sunbiz.org website. Shrieve Chemical Company, LLC; 74-1994881

11. Compliance with Florida Fictitious Name Statute

Any fictitious name or "doing business as" (dba) under which Bidder operates must be registered with the Florida Department of State, Division of Corporations, in compliance with Florida Fictitious Name Act, Florida Statute §865.09 which requires any person (which, by definition, includes an individual, as well as a business entity) to register their fictitious name or dba name with the Florida Department of State prior to conducting business in Florida.

Provide any fictitious name/dba name under which Bidder operates.

Not Applicable

☐ **By checking this box, Bidder affirms it is in compliance with the Florida Fictitious Name Act, Florida Statute §865.09 and has registered any fictitious name/dba.**

12. Convictions or Pleas

Bidder, its principals, and staff, employees, and subcontractors shall not have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime. Provide

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details in Bidder's response of any such conviction or plea.

☑ **By checking this box, Bidder confirms it does NOT have such conviction or plea.**
☐ **By checking this box, Bidder confirms it has such conviction or plea. If so, provide a brief summary of the conviction or plea.**

_____

_____

13. Conflicts of Interest

Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission. Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. Bidders must disclose if any City of Deerfield Beach officer, employee, or attorney is also an owner, or employee of their business.

☑ **By checking this box, Bidder affirms that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.**

☐ **By checking this box, Bidder confirms it has identified a potential conflict of interests. Provide the City officer(s), employee or attorney(s)'s names(s) and position(s) and provide a brief summary of the details.**

_____

_____

14. Arrears or Default

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise). The City will confirm compliance.

☑ **By checking this box, Bidder affirms that it is not in arrears or default of any debt or contract involving the City.**

15. Judgements, Lawsuits Criminal Activities

Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.

☑ **By checking this box, Bidder affirms it has no record of judgements, pending lawsuits against the City, or criminal activities involving moral turpitude.**

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☐ **By checking this box, Bidder affirms that it has a record of judgements, pending lawsuits, or criminal activities and has provided details of any such record in its Bid response.**

SECTION II REQUIREMENTS

Bidder shall submit the information and/or documentation requested below. Failure to do so may result in the Bid response being deemed non-responsible or non-responsive and not considered for award. As applicable, the City will verify the information provided.

1. **Non-Collusive Affirmation**

Entity submitting this Bid affirms:

(1) Entity is an authorized Owner, Partner, Officer, Representative, or Agent of the business submitting a Bid response to this solicitation;

(2) Entity is fully informed respecting the preparation and contents of the Bid response and of all pertinent circumstances respecting such response;

(3) Such response is genuine and is not a collusive or sham response;

(5) Neither the business submitting the Bid response nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Full Legal Name of the entity submitting this Bid response on behalf of Bidder.

Shrieve Chemical Company, LLC

☑ **By checking this box, I affirm that all of the above in Non-Collusive Affirmation, Items 1, 2, 3, 4, and 5 are true.**

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2. **Drug-Free Workplace Programs**

Whenever two or more Bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid, or received from a business that certifies that it has implemented a drug-free workplace program as defined in Florida Statute 287.087 shall be given preference in the award process.

☑ **By checking this box, Bidder affirms it has a drug-free workplace program in accordance with Florida Statute 287.087.**

☐ **By checking this box, Bidder affirms it DOES NOT have a drug-free workplace program in accordance with Florida Statute 287.087.**

3. **Local Vendor Affirmation**

Bidder affirms it meets the requirements for "local Business Preference and has:

(a) Been in business at least one year (12 months) prior to the release date of the solicitation.
(b) Has a valid local business tax receipt issued by the City.
(c) Has a physical address located in the City limits of Deerfield Beach from which its business is conducted.

☑ **By checking this box, Bidder affirms it is NOT a local business as defined above.**

☐ **By checking this box, Bidder affirms it is a local business and has attached its City of Deerfield Beach business tax receipt in the "Response Attachments" for its Bid response.**

4. **Financial Statements**

The City may request from Bidders their financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets) in accordance with Florida Statute §119.07(1) and s. 24(a), Art. I of the State Constitution.

☑ **By checking this box, Bidder affirms it will provide such additional financial information if requested by the City.**

5. **Litigation, Arbitration, Claims**

Bidder shall not be involved in current, pending or past litigation or arbitration over the last five years, which, in the opinion of the City, is likely to have a material negative impact on their ability to provide the required goods/services.

☑ **By checking this box, Bidder claims it HAS NOT been involved in litigation, arbitration, or claims with the past five years that will have a material negative impact on its ability to provide the required goods/services.**

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☐ **By checking this box, Bidder claims it has been involved in litigation, arbitration, or claims with the past five years that may have a material negative impact on its ability to provide the required goods/services. Include a brief explanation below of the circumstances.**

_____

_____

_____

_____

_____

[END]

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Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

May 12, 2025

Re: ITB No 25-016 Sulfuric Acid 93% for Water Treatment Plant Operations – (**minimum qualifications)**

Shrieve Chemical Company, LLC has no additional data to add for 'minimum qualifications'.

Regards,

Chris Burns

Chris Burns
Marketing Director

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ATTACHMENT H - BIDDER QUESTIONNAIRE

This Bidder Questionnaire is not inclusive of all the information that may be necessary to properly evaluate the Bid response and confirm the Bidder has the capacity and capability to meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or within the ITB. If requested by the City, additional documents and information must be provided by Bidder.

1. **Bidder's Legal Name**

   Provide the legal contracting name of Bidder including any dba.

   Shrieve Chemical Company, LLC

2. **Executive Leadership**

   Provide a list of officers, principals, owners, partners, or managers of the Bidder's company. Include names, phone numbers, and email addresses.

   Jason VanVleet - CEO/CFO ; 281.367.4226;jvanvleet@shrieve.com

   Ted Threadgill - President; 281.367.4226; tthreadgill@shrieve.com

   Craig Utterson - Vice President; 281.367.4226; cutterson@shrieve.com

3. **Previous Company Names**

   Provide any former business name(s) Bidder or principals of Bidder's firm, holding at least 30% interest in Bidder's company, operated under.

   Not Applicable

4. **Organization**

   Provide the state of organization or incorporation for Bidder.

   Texas

5. **Type of Organization**

   Provide the type of organization of Bidder's company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, S Corporation, Corporation).

   Limited Liability Corporation

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6. **Contact Info**

Provide Bidder's Contact Information

a. Address 1442 Lake Front Circle, Suite 500
b. City, State, Zip The Woodlands, TX 77380
c. Phone 281.367.4226
d. Number of years at this location 15
e. Contact Email cburns@shrieve.com

7. **Experience**

Provide the number of years Bidder has provided construction services to government entities. 44

8. **Subcontractors**

Provide a list of all subcontractors proposed for the project to include the following:

1. Subcontractor Name
2. City, State, Zip
3. Type of work to be assigned

Not Applicable - Third Party Carrier only

KCI Trucking - Mulberry, FL

Florida Rock and Tank Lines - Jacksonville, FL

C&S Logistics - Bartow, FL

9. **Proposed Key Staff**

Provide a list that includes the following information of Bidder's key staff (e.g., project lead, manager, supervisor) to be assigned to the project:

a. Full name Chris Burns

Proposed role Sales Contact Years of experience in this type of work 16

b. Full name Wanda Stewart

Proposed role Cust Service Rep Years of experience in this type of work 20

c. Full name Quinton Lovings

Proposed role Cust Service Rep Years of experience in this type of work 10

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Bidder Shrieve Chemical Company, LLC

10. **History and Past Performance**

Provide a list of customer references for whom Bidder has provided similar goods/services as those in this ITB in the past five years, particularly for government entities, who are agreeable to responding to an inquiry by the City. Include the following information:

a. Customer Name Indian River County
b. Address (City/State) 1800 27th St Vero Beach, FL 32960
c. Contact name Jennifer Hyde
d. Contact email address jhyde@indianriver.gov
e. Start/End Dates 2023 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

a. Customer name City of Lakeland
b. Address (City/State) 3030 Lake Parker Dr Lakeland, FL 33805
c. Contact name Thomas Johnston
d. Contact email address Thomas.Johnston@lakelandelectric.com
e. Start/End Dates 2022 - Present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

a. Customer name Collier County
b. Address (City/State) 3299 Tamiami Trail Naples, FL 34112
c. Contact name Gary Newcomer
d. Contact email address gary.newcomer@colliercountyfl.gov
e. Start/End Dates 2022 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

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a. Customer name Orlando Utilities
b. Address (City/State) 100 W Anderson St. Orlando, FL 32801
c. Contact name Maria Cabreja
d. Contact email MCabrejaDeLaVega@ouc.com
e. Start/End Dates 2023 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

a. Customer name Jacksonville Electric Authority
b. Address (City/State) 225 N Pearl St Jacksonville, FL 32202
c. Contact name Victoria Holloway
d. Contact email hollvl@jea.com
e. Start/End Dates 2023 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

11. **Contract Termination**

☑ By checking this box Bidder is attesting it has not had a contract terminated in the past three years prior to completion of the work.

☐ By checking this box, Bidder is attesting it has had a contract terminated in the past three years prior to completion of work. If yes, explain circumstances regarding early termination:

12. **Addenda**

Bidder must acknowledge receipt of all addenda to this solicitation issued by the City. Bidder affirms receipt of the following Addenda:

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Bidder Shrieve Chemical Company, LLC

Bidder affirms receipt of the following Addenda. No Addenda

Signature of authorized official of Bidder

Marketing Director
Title of authorized official

5/12/25
Date

[END]

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Deerfield Beach
Florida

ATTACHMENT I, BID SIGNATURE FORM

Solicitation Number: 25-016

The undersigned represents that by signing this Bid Signature Form that the Bidder agrees to the terms and conditions in this ITB in its entirety, which incorporates all addenda, appendices, exhibits, and attachments, and is prepared to sign the Contract, of which an example is incorporated into this ITB. The Bidder understands that if it submits exceptions to the terms and conditions of the ITB in its Bid, the Bidder may be determined non-responsive and its Bid not considered for award.

All questions, clarifications, or requested exclusions or changes to the terms and conditions must be submitted via the City's eProcurement Marketplace during the Question and Clarification period stated in the ITB. Any changes or modifications to the ITB terms and conditions will be incorporated via an addendum.

Name of Bidder: Shrieve Chemical Company, LLC

Street Address: 1442 Lake Front Circle, Suite 500

City/State/Zip: The Woodlands, TX 77380

Total Bid Price: $4,055,999.40

Signature: _____
(Authorized officer)

Date: 5/9/25

Printed Name: Chris Burns

Title: Marketing Director

Return this fully executed form with your Response.

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

Friday, May 9, 2025

Re: No. ITB 25-016 Sulfuric Acid 93% for Water Treatment Plant Operations - **Experience**

Shrieve Chemical Company, LLC was founded in 1978. We have been in the sulfuric acid supply business since 1980 and have supplied the Deerfield Beach Coop for many years in the past. We have long-term relationships with our producing partners and our carriers. Although we are always price competitive, the cornerstone of our business is assurance of supply.

You will have local sales presence with Chris Burns who is located in Central Florida. Chris has been with Shrieve Chemical operating in the same capacity for 16 years. In addition, our customer service team sits in The Woodlands, TX. Wanda Stewart will be your primary contact. Wanda has been with Shrieve for 4 years and has over 20 years of experience in the business. Wanda has a team to back her up when she is out of the office as well. We have an after hours number and we can respond to any need 24 hours per day, 7 days a week.

Please feel free to reach out should you have questions or need clarification.

Thank you,

Chris Burns

Chris Burns
Marketing Director

Safety Data Sheet

Sulfuric Acid, 93 - 98%

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product Identifier

Trade Name: Sulfuric Acid, 93 - 98%

Revision Date: 10/17/24

Created Date: 10/17/24

1.2 Relevant identified uses of the substance or mixture and uses advised against

Product Description: For industrial use.

Intended Use: fertilizers; other acids; glue; purifiction of petroleum; pickling of metal; lead-acid batteries (used in most vehicles).

1.3 Details of the supplier of the safety data sheet

Shrieve Chemical Company

1442 Lake Front Cir Ste 500

The Woodlands, TX 77380-3634 US

phone: (800) 367-4226 Customer Service

e-mail: cust-serv@shrieve.com

website:

1.4 Emergency telephone number

CHEMTREC: (800) 424-9300 (USA)

+1-703-741-5970 (International)

Poison Control: (800) 222-1222 (USA)

Additional Information

Poison Control: (800) 222-1222 (USA)

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

This material is hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Corrosive to Metals; Category 1

Skin Corrosion; Category 1A

Serious Eye Damage; Category 1

2.2 Label elements



Signal Word Danger

Hazard Statements

H290-May be corrosive to metals

H314-Causes severe skin burns and eye damage.

Precautionary Statements

Prevention

P280-Wear protective gloves/protective clothing/eye protection/face protection.

P234-Keep only in original container.

P260-Do not breathe dust/fume/gas/mist/vapors/spray.

P264-Wash skin thoroughly after handling.

P273-Avoid release to the environment.

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Response

P301+P310-IF SWALLOWED: Immediately call a POISON CENTER or doctor.

P301+P330+P331-IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353-IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse skin/hair with water.

P304+P340-IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

P305+P351+P338-IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P315-Get immediate medical attention.

P363-Wash contaminated clothing before reuse.

P390-Absorb spillage to prevent material damage.

Storage

P403+P233-Store in a well-ventilated place. Keep container tightly closed.

P406-Store in corrosive resistant container with a resistant inner liner.

P405-Store locked up.

Disposal

P501-Dispose of contents/container to a licensed contractor in accordance with local, state and federal regulations.

2.3 Other hazards

Mixture with incompatible materials should be avoided unless all potential risks identified and mitigated. See section 10.

2.4 Unknown Acute Toxicity (US)

Not applicable.

SECTION 3: Composition / information on ingredient(s)

Chemical Name	CAS Number	EC #	Concentration % by Weight
Sulfuric Acid	7664-93-9		93 - 100

SECTION 4: First aid measures

4.1 Description of first aid measures

General notes

This product is hazardous. Seek immediate medical attention. Provide SDS or label information to healthcare provider.

After inhalation

This product is corrosive. If product mist or vapor causes respiratory irritation or distress, move exposed person to fresh air immediately. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If breathing is difficult or irregular, administer oxygen. If breathing stops, start artificial respiration preferably by trained personnel with a medical device or use mouth-to-mouth resuscitation. If unconscious, maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, get immediate medical assistance.

After skin contact

This product is corrosive. Use safety shower immediately. Flush skin with water while removing contaminated clothing for at least 15 minutes. Ask supervisor if clothing can be washed or if it needs to be disposed of as hazardous waste. If it can be cleaned, then wash contaminated clothing and shoes separately. If cut (open injury) and material is introduced, individual should seek medical evaluation. Get medical attention immediately.

Safety Data Sheet

Sulfuric Acid, 93 - 98%

After eye contact	This product is corrosive. Immediately flush eyes with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower lids. Remove contact lenses if present and easy to do and continue rinsing. Seek medical attention immediately (preferably from an ophthalmologist).
After ingestion	This product is corrosive. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept lower than the waist so that vomit does not enter the lungs. Remove dentures if present. If suggested by medical, you can rinse mouth thoroughly with water and give up to 2 cups of water to drink if the exposed person is conscious, alert, able to swallow and not experiencing breathing difficulty. Never give anything by mouth to an unconscious or convulsing person. Do not leave the exposed person unattended. Seek immediate medical attention. Follow medical advice.
Self-protection of the first aider	First aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

4.2 Most important symptoms and effects, both acute and delayed

Aside from the information found under Section 4.1 (above) and Section 4.3 (below), any additional important symptoms and effects are described in Section 2.2 and 11.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to physician: Chemical eye burns may require extended irrigation. Obtain prompt consultation, preferably from an ophthalmologist. If burn is present, treat as any thermal burn, after decontamination. Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media	Use an extinguishing agent suitable for the surrounding fire. Use dry powder or carbon dioxide (CO_2) to extinguish flames. ABC powder fire extinguishers are suitable.
Unsuitable extinguishing media	Do NOT use water. Use water spray only to keep fire-exposed containers cool and to suppress gases/vapors/mists.

5.2 Special hazards arising from the substance or mixture

Not combustible. During a fire, smoke contains toxic fumes which may be toxic and/or irritating. In a fire or if heated, a pressure increase will occur and the container may burst.

5.3 Advice for firefighters

Do not breathe fumes. Evacuate area. Firefighters should wear appropriate protective equipment and self contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode if near danger area. Prevent fire extinguishing water from contaminating surface water or the ground water system.

Additional Information

Note: Sulfuric acid is incompatible with several materials and can release toxic fumes. See section 10 for more information.

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

SMALL SPILLS: Do not clean up without proper training and PPE.
LARGE SPILLS: Full body suit of chemical resistant and full face mask is recommended.

6.2 Environmental precautions

LAND SPILL: Stop leak if you can do it without risk. Recover by pumping or with suitable absorbent. Prevent contamination of the soil. Advise authorities if spillage has entered soil.
WATER SPILL: Stop leak if you can do it without risk. Prevent contamination of water. Prevent material from entering drains or



Safety Data Sheet

Sulfuric Acid, 93 - 98%

watercourses using dry sand, earth or other appropriate barriers. Do not flush into surface water or sanitary sewer system. Advise authorities as necessary if spillage has entered water course or sewage system.
NOTE: Local regulations may prescribe or limit action to be taken. Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted.

6.3 Methods and material for containment and cleaning up

SMALL SPILL: Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Clean surface thoroughly to remove residual contamination.
LARGE SPILL: Stop the flow of material, if this is without risk. Dike far ahead of liquid spill for later recovery and disposal. Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Flush area with water.

6.4 Reference to other sections

See Section 2 for the hazard identification. See Section 4 for first aid advice. See Section 5 for firefighting information. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders. See Section 12 for ecological information. See Section 13 for disposal consideration.

Additional Information

NOTE: In the event of a spill or accidental release, notify relevant local authorities in accordance with all applicable regulations. The reportable quantity for sulfuric acid is 1000 lbs. You may contact The National Response Center (800) 424-8802 if spill occurs. Only trained and properly protected personnel must be involved in clean-up operations. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Avoid breathing vapor. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practices. Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Remove protective clothing and protective equipment before entering eating areas. Workers should wash hands and face before eating, drinking and smoking.

7.2 Conditions for safe storage, including any incompatibilities

Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well ventilated area. Keep away from incompatible materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Store away from oxidizing materials.

7.3 Incompatibilites/Specific end uses(s)

Incompatibilities None known.

Specific end use(s) None known.

Additional Information

See Section 8 for additional information on hygiene measures. See Section 10 for incompatible materials.

SECTION 8: Exposure controls/personal protection

8.1 Control parameters

Sulfuric Acid (7664-93-9)

OSHA PEL	TWA	1 mg/m³,	8 hours
ACGIH TLV	TWA	0.2 mg/m³,	8 hours
NIOSH	REL-TWA	1 mg/m³,	10 hours
CAL/OSHA	PEL-TWA	0.1 mg/m³,	8 hours
CAL/OSHA	PEL-STEL	3 mg/m³,	8 hours

Safety Data Sheet

Sulfuric Acid, 93 - 98%

8.2 Engineering Controls/Exposure Controls

Engineering controls	Ensure that eyewash stations and safety showers are close to the workstation location. Process enclosure, local exhaust ventilation, personal protective equipment.
Environmental exposure controls	Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions. See section section 6 on how to handle spills.

8.3 Protective Measures

Eye/face protection	Wear chemical goggles. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU).
Hand protection	Use gloves chemically resistant to this material. NOTE: Glove suitability and breakthrough time will differ depending on the specific use conditions. Inspect and replace worn or damaged gloves. Use proper glove removal technique (remove without touching glove's outer surface) to avoid skin contact. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.
Other Skin protection	In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact. Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.
Other protection	Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.
Respiratory protection	No respiratory protection is required under normal conditions. If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker's health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include: Particulate filter.
General hygiene consideration	Always observe good personal hygiene measures and safety practices. Wash after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned.
Thermal hazards	None known.

Additional Information

NOTE: Contact the Personal Protective Equipment manufacturer for specific information, advice, and selection about their products.

SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Property	Value
Appearance	Oily liquid.
Autoignition Temperature	No information available.
Boiling Point	290°C (554°F).
Colors	Colorless to dark brown (purity dependent).
Decomposition Temperature	No information available.
Density	1.84 g/ml at 25°C (77°F).
Evaporation Rate	No information available.
Flash Point	Not applicable.
Melting/Freezing Point	3°C (37°F).

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Odor	Odorless.
Vapor Density	3.39 (Air=1).
Vapor Pressure	1.33 hPa at 145.8°C (294.4°F).
Water Solubility- Qualitative	Soluble.
pH Value	1.2 at 5g/l.

9.2 Other information

None known.

Additional Information

NOTE: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the supplier for additional information.

SECTION 10: Stability and Reactivity

10.1 Reactivity

See sub-sections below.

10.2 Chemical stability

No information available.

10.3 Possibility of hazardous reactions

Under normal conditions of storage and use, hazardous reactions will not occur.

10.4 Conditions to avoid

Contact with excessive heat, fire, and metals. Avoid direct sunlight and water.

10.5 Incompatible materials

Contact with acid with organic materials (such as chlorates, carbides, fulminates, and picrates) may cause fires and explosions. Contact of acid with metals may form toxic sulfur dioxide fumes and flammable hydrogen gas. Contact with water.

10.6 Hazardous decomposition products

Toxic gases and vapors (such as sulfuric acid fume, sulfur dioxide, and carbon monoxide) may be released when sulfuric acid decomposes.

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Source	
Skin contact	This product is corrosive.
Eye contact	This product is corrosive.
Inhalation	Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs.
Ingestion	Swallowing may result in burns of the mouth and throat. Swallowing may result in gastrointestinal irritation or ulceration. May cause nausea and vomiting. May cause abdominal discomfort or diarrhea.
Symptoms related to characteristics	None known.
Acute effects	No relevant data found.
Chronic effects	No relevant data found.

Numerical measures of Toxicity

Sulfuric acid (7664-93-9)

LC50	RAT	INHALATION	510 mg/m3;	2 hours.
LD50	RAT	ORAL	2,140 mg/kg.	

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Skin corrosion/irritation	This product is corrosive. Brief contact may cause skin burns; symptoms may include pain, severe local redness, and tissue damage. Prolonged contact may cause serious skin burns; symptoms may include pain, severe local redness, swelling, and tissue damage.
Serious eye damage/eye irritation	This product is corrosive. May cause severe corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns will occur.
Respiratory sensitization	No relevant data found.
Skin sensitization	Did not cause allergic skin reactions when tested in guinea pigs.
Carcinogenicity	Did not cause cancer in laboratory animals.
Germ cell mutagenicity	In vitro genetic toxicity studies were negative in some cases and positive in other cases. Animal genetic toxicity studies were predominantly negative.
Reproductive toxicity	For similar material(s): In animal studies, did not interfere with reproduction or fertility. Has been toxic to the fetus in laboratory animal tests.
Specific target organ toxicity - single exposure	Material is corrosive. Material is not classified as a respiratory irritant; however, upper respiratory tract irritation or corrosivity may be expected.
Specific target organ toxicity - repeated exposure	This product is corrosive.
Aspiration hazard	This product is not an aspiration hazard.

Additional Information

Toxicological information appears in this section when such data is available.

SECTION 12: Ecological information

12.1 Toxicity

12.1 Numerical measures of Toxicity	Material is very highly toxic to aquatic organisms on an acute basis (LC50/EC50 <0.1 mg/L in the most sensitive species).

None known.	

12.2 Persistence and degradability

No relevant data found.

12.3 Bioaccumulative potential

Bioconcentration potential is low (BCF < 100 or Log Kow < 3).

12.4 Mobility in soil

No relevant data found.

12.5 Results of PBT and vPvB assessment

No relevant data found.

12.6 Other adverse effects

None known.

12.7 Additional Information

The information given is based on data available for the material, the components of the material, and similar materials.

SECTION 13: Disposal considerations

13.1 Waste treatment methods

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Handling for disposal
All disposal practices must be in compliance with all federal, state/provincial and local laws and regulations, and material characteristics at time of disposal. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

Methods of disposal
Contact your local licensed disposal company.

Contaminated packaging
Dispose of contaminated packaging by following company instructions, local and state regulations, and contact your local licensed disposal company. Empty Container Warning (where applicable): Empty containers may contain residue. Do not attempt to refill or clean containers without proper instruction/approval. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations.

SECTION 14: Transport Information

D.O.T/ADR/RID - Ground transportation

14.1 UN number UN1830

14.2 UN proper shipping name UN1830, Sulfuric acid with more than 51 percent acid, 8, PGII

14.3 Transport hazard class(es) 8

14.4 Packing group II

14.5 Environmental hazards

None known.

14.6. Special precautions for user

CERCLA RQ: 1000 lbs.

14.7. Transport in bulk according to Annex II of Marpol112 and the IBC Code

Not applicable.

SECTION 15: Regulatory information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

Safety Data Sheet

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Country or region	Inventory List	Listed or Exempt (yes/no)
Canada	Canada - Domestic Substance List (Canada DSL)	Yes
China	China - Inventory of Existing Chemical Substances (IECSC)	Yes
European Union	European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Japan	Japan - Existing and New Chemical Substances (ENCS)	Yes
South Korea	Korea - Existing Chemicals Inventory (KECI/KECL) - Annex 1	Yes
Mexico	Mexico - National Inventory of Chemical Substances (INSQ)	Yes
New Zealand	New Zealand - Inventory of Chemicals (NZIoC)	Yes
Philippines	Philippines - Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Thailand	Thailand - FDA Existing Chemicals Inventory (TECI)	Yes
Taiwan	Taiwan - Taiwan Chemical Substance Inventory (TCSI)	Yes
United States of America	United States - Toxic Substance Control Act (TSCA)	Yes
Vietnam	Vietnam - National Chemicals Inventory (NCI) (DRAFT)	Yes

15.2 Chemical Safety Assessment

None known.

Additional Information

OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.
California Prop. 65 Statement: This product does not require a warning under California Prop. 65.
CERCLA RQ: 1,000 lbs.
SARA (302): Chemicals in this material are subject to the reporting requirements.
SARA (304): Chemicals in this material are subject to the reporting requirements.
SARA (311/312): Chemicals in this material are subject to the reporting requirements.
SARA (313): Chemicals in this material are not subject to the reporting requirements.

SECTION 16: Other Information

Specific Hazard W - Reacts with water.

HMIS Ratings

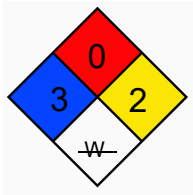


3 - Extreme danger.

0 - Will not burn.

3 - May form explosive mixtures with water and are capable of self-reaction or decomposition.

NFPA



Revision Date: 10/17/24

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Company disclaimer: The information and recommendations contained herein are, to the best of the company's knowledge and belief, accurate and reliable as of the date issued. You may contact us to ensure that this document is the most current available . The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. Since the information contained herein may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available after the date hereof may suggest modification of the information, we do not assume any responsibility for the result of its use. This information is furnished upon condition that the person receiving it shall make their own determination of the suitability of the material for their particular purpose. If buyer repackages this product, it is the user's responsibility to ensure proper health, safety, and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, republication, or retransmission of this document, in whole or in part, is not permitted.

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789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

EVALUATION REPORT

Send To: 00960
Mr. Gustavo Navar
The Mosaic Company
13830 Circa Crossing Drive
Lithia, FL 33547

Facility: 00966
The Mosaic Company
8813 Highway 41 South
Riverview FL 33578
United States

Result	**PASS**	Report Date	04-MAR-2025
Customer Name	The Mosaic Company		
Tested To	NSF/ANSI/CAN 60		
Description	Sulfuric Acid | Liquid		
Trade Designation	Sulfuric Acid		
Test Type	Annual Collection		
Job Number	A-00506840		
Project Number	W0945546		
Project Manager	Danielle Molnar		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E Randall **Date** 04-MAR-2025

Scott E. Randall - Senior Manager Commercial Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sulfuric acid
Maximum Use Level: 50 mg/L
Monitor Code: C
Physical Description of Sample: Liquid
Tested DCC Number: DA04943
Trade Designation/Model Number: Sulfuric Acid

Sample Id: **S-0002191603**
Description: Sulfuric Acid | Liquid
Sampled Date: 25-Feb-2025
Received Date: 11-Feb-2025

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0030	Date exposure completed	25-FEB-2025
Preparation method used	D	Final volume of solution	0.25 L
MUL	50 mg/L	Mass of material used	4179 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.5	Pass
Chromium	ug/L	3	ND(1)	3	0.008		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	130	Pass
Manganese	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	12	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Aluminum	ug/L	ND(10)	ND(10)	ND(10)	ND(0.030)	290	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Chloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	3	Pass
Vinyl Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass

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Sample Id: **S-0002191603**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Bromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	1	Pass
Chloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	40	Pass
Trichlorofluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Methylene Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
1,1-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7	Pass
Chloroform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Bromochloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	20	Pass
1,1-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
Carbon Tetrachloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Trichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Bromodichloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Dibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
cis-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,3-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Tetrachloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Chlorodibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Chlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	1	Pass
Bromoform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	60	Pass
Carbon Disulfide	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	600	Pass
Methyl Ethyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.01)	400	Pass

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Sample Id: **S-0002191603**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Methyl Isobutyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.01)	700	Pass
Toluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	6	Pass
Ethyl Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	14	Pass
m+p-Xylenes	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	[Xylenes]	
o-Xylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[Xylenes]	
Styrene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	70	Pass
n-Propylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
Bromobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
2-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
4-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,3,5-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
tert-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,4-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
sec-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
p-Isopropyltoluene (Cymene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,3-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
n-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,4-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7	Pass
Hexachlorobutadiene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Naphthalene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 21-FEB-2025 to 04-MAR-2025

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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State of Florida
Department of State

I certify from the records of this office that SHRIEVE CHEMICAL COMPANY, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on January 24, 2022.

The document number of this limited liability company is M22000001143.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 14, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of February, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8002992531CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Sulfuric Acid
Industrial Grade
93%

CHEMICAL ANALYSIS

Component	Units	Minimum	Maximum	Typical
Sulfuric Acid	wt. % H_2SO_4	93.0	95.0	94.0
Iron	ppm Fe		50	14
Sulfur Dioxide	ppm SO_2			5

PHYSICAL ANALYSIS

Component	Units	Range	Typical
Specific Gravity	@72°F (22°C)		1.862

Refer to a Safety Data Sheet for more information

Typical results are based on the analysis of a composite sample. Grab samples or individual car samples may fall outside of the typical range.

To the best of Nutrien's knowledge, the information contained herein is accurate and reliable as of the date compiled; however, Nutrien makes no representation, warranty or guarantee as to the information's accuracy, reliability, completeness or timeliness. It is the user's responsibility to determine the suitability and completeness of such information for the user's own uses or purposes. Nutrien does not accept any liability for any loss or damage that may occur from any use of this information.

Product is manufactured by the following subsidiary of Nutrien Ltd.:

PCS Sales (USA) Inc. · Suite 500, 1101 Skokie Blvd. · Northbrook, IL · 60062 · (847) 849-4200 · 1-800-524-0132

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OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on April 17, 2025.

PCS Sales DBA Nutrien
3005 Rocky Mountain Avenue
Loveland, CO 80538
970-685-3300

Facility: Distribution Center - Cleveland, OH

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Joplin, MO

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
FG75 (Food Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Marseilles, IL

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Philadelphia, PA

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Aurora, NC

Chemical/ Trade Name	Function	Max Use
Fluosilicic Acid		
Fluosilicic Acid	Fluoridation	5 mg/L
Phosphoric Acid		
40% Phosphoric Acid	Corrosion & Scale Control	25 mg/L
50% Phosphoric Acid	Corrosion & Scale Control	20 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

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75% Phosphoric Acid	Corrosion & Scale Control	13	mg/L
80% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Facility: Fernald, OH

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
40% Phosphoric Acid	Corrosion & Scale Control	25	mg/L
50% Phosphoric Acid	Corrosion & Scale Control	20	mg/L
65% Phosphoric Acid	Corrosion & Scale Control	15	mg/L
75% Phosphoric Acid	Corrosion & Scale Control	13	mg/L
80% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Facility: White Springs, FL

Chemical/ Trade Name	Function	Max Use	
Fluosilicic Acid			
Fluosilicic Acid	Fluoridation	5	mg/L
Sulfuric Acid			
Sulfuric Acid	Corrosion & Scale Control	50	mg/L
	pH Adjustment		

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Detroit, MI

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
75% Phosphoric Acid, Low Sulfate	Corrosion & Scale Control	13	mg/L

Facility: Savannah, GA

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
75% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

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UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of October 14, 2022.

Issued to Seller: _____

Address: _____

I certify that:
Name of Firm (Buyer): SHRIEVE CHEMCIAL COMPANY, LLC
Address: 1442 LAKE FRONT CIRCLE STE 500
THE WOODLANDS, TX 77380

is engaged or is registered as a
- [x] Wholesaler
- [ ] Retailer
- [ ] Manufacturer
- [ ] Seller
- [ ] Lessor (see notes on pages 2–4)
- [ ] Other (Specify) _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: Chemical Sales, Packaging Supplies, Warehouse Supplies

General description of tangible property or taxable services to be purchased from the Seller: Chemicals

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AK/ARSSTC[1]		MO[19]	MOID 25757636
AL[2]	R010259222	NE	13398709
AR	69069149-001	NV[20]	1041331878-001
AZ[3]	07644341-R	NJ	1274646
CA[4]	97-508333	NM[5,21]	03-439182-00-7
CO[5,6]	94616981-004	NC[22]	003421928
CT[7]	78595667-001	ND	
FL[8]	78-8011942838-9	OH[23]	UST-1-99116381
GA[9]	175926051	OK[24]	1070260224
HI[5,10]		PA[25]	6766408
ID[11]		RI[26]	
IL[5,12]	3100-9999	SC	111192209
IA	1-00-014254	SD[27]	
KS[13]	004-741994881F-01	TN[28]	1001439643-SLC
KY[14]	00082691	TX[29]	1-74-1994881-9
ME[15]	1201981	UT	14900886-003-STC
MD[16]		VT[30]	
MI[17]	74-1994881	WA[31]	604-479-509
MN[18]		WI[32]	456-1029765227-02

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Katie Taylor
(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: AP Supervisor/ Tax Accountant
Date: 01/01/2025

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INSTRUCTIONS

In order to comply with state and local sales tax law requirements, the Seller must have in its files a properly completed exemption certificate from all of its customers (Buyers) who claim a sales/use tax exemption. If the Seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

Generally, a Buyer must be registered as a retailer for sales/use tax in states where the Buyer has sales/use tax nexus. The sales/use tax registration number for the state should be entered on this certificate in the box for that state. A Buyer has sales/use tax nexus in a state if the Buyer has physical presence in that state or has made sufficient sales to cust omers in that state to have sales/use tax economic nexus. The threshold of sales activity needed to establish sales/use tax economic nexus may differ by state. If the Buyer is entitled to claim a resale sales tax exemption or exclusion, the Buyer should complete the certificate and send it to the Seller at the time of purchase or as soon thereafter as possible. If the Buyer purchases tax free for a reason other than resale, ingredient or component exemption, the Buyer cannot use this form and must provide to the Seller the proper state exemption certificate for that specific exemption.

Caution: Misuse of this certificate by Buyer, Seller, lessor, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue or accept a certificate in some states or cities.

Notes:

1. Alaska Remote Sellers Sales Tax Commission (ARSSTC): This certificate is valid as a resale certificate only if it contains the purchaser's name, address, signature and either the purchaser's ARSSTC Remote Reseller Certificate of Exemption number or the purchaser's resale certificate number issued by the local taxing jurisdiction. The purchaser should also provide a general description of the tangible personal property or taxable services that are being purchased from the seller. The purchaser's claim for exemption may be verified by calling the ARSSTC at 907-790-5300.

2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.

3. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.

4. California:
   a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
   b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
   c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate in good faith.
   d) A valid resale certificate is effective until the issuer revokes the certificate.

5. Colorado, Hawaii, Illinois, and New Mexico: these states do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.

6. Colorado: Sellers should review 1 Code Colo. Regs. 201-1, Rule 39-26-105-3 (Documenting Exempt Sales) prior to accepting this form. The Colorado Department of Revenue collects and administers the state sales and use taxes and the sales and use taxes of certain cities, counties, and special districts (see department publication DR 1002). Use of this form (along with the other documentation required by department rule) is acceptable for taxes administered by the Colorado Department of Revenue. This form may not be accepted by self-collecting Colorado home-rule cities. Sellers are advised to contact those cities directly for further instruction.

7. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and regulations and administrative pronouncements pertaining to resale certificates. The good faith of the seller will be questioned if it has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property, as, for example, knowledge that the purchaser of particular merchandise (or service) is not engaged in the business of selling that kind of merchandise (or service).

8. Florida: Allows the Multistate Tax Commission's Uniform Sales and Use Tax Resale Certificate – Multijurisdiction for tax-exempt purchases for resale; however, the selling dealer must also obtain a resale

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authorization number from the Florida Department of Revenue at floridarevenue.com/taxes/certificates, or by calling 877-357-3725, and entering the purchaser's Florida *Annual Resale Certificate* number.

9. Georgia: a) The purchaser's state-of-registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

b) The certificate relieves the seller from the burden of proof on sales for resale if the seller acquires from the purchaser a properly completed certificate, taken in good faith, from a purchaser who:

(i) Is engaged in the business of selling tangible personal property;

(ii) Has a valid sales tax registration number at the time of purchase and has listed his or her sales tax number on the certificate; and

(iii) At the time of purchasing the tangible personal property, the seller has no reason to believe that the purchaser does not intend to resell it in his or her regular course of business.

10. Hawaii: Allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no-tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

11. Idaho: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary cours e of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it complies with Idaho Code Section 63-3622(c).

12. Illinois: Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405 (Seller's Responsibility to Obtain Certificates of Resale and Requirements for Certificates of Resale). Illinois does not have an exemption for sales of property for subsequent lease or rental, except as follows: (i) a motor vehicle that is used for automobile renting subject to the Automobile Renting Occupation and Use tax Act (35 ILCS 120/2-5(7)) and (ii) merchandise that the purchaser certifies is purchased to be rented subject to the Rental Purchase Agreement Occupation and Use Tax Act (35 ILCS 120/2-5(43)). Buyers purchasing items for lease or rental that meet either of these two exceptions
should not use this Uniform Sales and Use Tax Resale Certificate, but instead must provide to Sellers proof of registration for the Automobile Renting Occupation and Use Tax or the Rental Purchase Agreement Occupation and Use Tax, as appropriate, and, in the case of the Rental Purchase Agreement Occupation and Use Tax, should use Form ST-261 (Exemption Certificate for Property Subject to Rental Purchase Agreement Tax). The use of this certificate for claiming resale purchases of services does not have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or re sale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine whether the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

13. Kansas: Purchaser must enter a valid Kansas Registration Number issued by the Kansas Department of Revenue. Exemption certificates must be obtained from the purchaser at the time of the sale, but no later than 90 days subsequent to the date of sale. This resale certificate may only be used as a resale exemption certificate or ingredient or component part exemption certificate. This resale certificate may not be used by contractors to purchase materials without sales tax. This resale certificate may not be used by Manufacturing Companies to purchase machinery and equipment without sales tax. See Kansas Certificate ST-201. This resale certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions. This resale certificate cannot

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be used by contractors to purchase labor services from other contractors without tax.

14. Kentucky: a) Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of admissions.b) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270.

c) The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

15. Maine: This state does not have an exemption for sales of property for subsequent lease or rental. This certificate is not valid for use by manufacturers purchasing tangible personal property that becomes an ingredient or component part of a product manufactured by the manufacturer. Please use Maine's Industrial Users Exemption Certificate (ST-A-117).

16. Maryland: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Md Tax – Gen § 11-408(b). All claims for the resale exclusion, even those made with this certificate, must include the Buyer's Maryland sales and use tax registration number. Certificates without a Maryland sales and use tax registration number will not be honored by the State. However, in lieu of a sale and use tax registration number, sellers may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland sales and use tax registration numbers, exemptions, and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.gov.

17. Michigan: Blanket certificates are effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. A seller who receives and maintains a record of a properly completed certificate is not generally liable for sales or use tax on the transaction, even if a purchaser improperly claims an exemption. There
are certain limited situations in which a seller can be liable for the tax, such as those involving fraud on the part of the seller. For more information, see revenue Administrative Bulletin (RAB) 2016-14.

18. Minnesota: Purchaser's Minnesota tax identification number should be inserted into the row labeled "MN" in the state chart on page 1. If purchaser does not have a Minnesota ta
x
identification number, the following are acceptable:

Purchaser's tax identification number issued by a state other than Minnesota and the name of the state;

Purchaser's federal Employer identification Number;
The number of Purchaser's valid state-issued driver's license, or a valid state-issued ide
ntification number, along with the state of issue.

Purchaser must identify purchaser's type of business using Minnesota's business-type coding system. Check the correct box near the top of page 1. If you check the box labeled "Other," provide the appropriate Minnesota business code in the space following the "Other" check box. You can find a list of Minnesota business codes on the Minnesota exemption certificate (Form ST3).

Purchaser must update the certificate data, as necessary, if this certificate is to be used a
s a blanket exemption certificate for continuing future purchases.
Note that Minnesota allows this certificate to be used to claim a resale exemption only.
It
does not permit this certificate to be used to claim any other type of exemption. To clai
m an
exemption other than resale, use the Minnesota exemption certificate (Form ST3) or the Streamlined Sales Tax Governing Board exemption certificate (Form F0003).

19. Missouri: a) Purchasers who improperly purchase property or services sales-tax free using this certificate may be required to pay the tax, interest, additions to tax, or penalty.
b) Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

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20. Nevada: a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of NRS 372.165, NRS 372.170, NRS 372.175 and NRS 372.180 regarding sales tax, and NRS 372.235, NRS 372.240 and NRS 372.245 regarding use tax.
b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate.
d) A valid resale certificate is typically effective until the issuer revokes the certificate, but periodic renewal of the certificate is recommended.
e) Contractors are generally considered consumers of tangible personal property pursuant to NAC 372.200 and are unable and should not use this certificate, and Sellers should not accept it from a contractor.

21. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property provided:

a) this certificate was not issued by the State of New Mexico;
b) the buyer is not required to be registered in New Mexico; and
c) the buyer is purchasing tangible personal property for resale or incorporation as an ingredient or component of
a manufactured product.

22. North Carolina: This certificate is not valid as an exemption certificate if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

23. Ohio: a) The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by

circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.

b) If no certificate is provided or obtained from the buyer at the time of the sale or within ninety days after the date on which such sale is consummated, it shall be presumed that the tax applies.

24. Oklahoma: Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession within ninety (90) days subsequent to the date of sale and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is: Written certification containing the purchaser's name, address, type of business, sales tax permit number, and the signature of the purchaser. OAC 710:65-7-8.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

25. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate subject to the provisions of 61 PA Code §32.3. The buyer should enter their eight-digit Pennsylvania Sales and Use Tax license number. If the buyer does not have a Pennsylvania Sales and Use Tax license number, they must provide an explanation as to why they are not licensed.

26. Rhode Island: Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. It does not permit this certificate to be used to claim any other type of exemption.

27. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for
resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

(a) The service is purchased for or on behalf of a current customer;

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(b) The purchaser of the service does not use the service in any manner; and
(c) The service is delivered or resold to the customer without any alteration or change.

28. Tennessee: This certificate may only be used to claim a resale exemption for purchases of tangible personal property or taxable services, amusements, or digital products that are for resale; or a component part of a manufactured, assembled, processed, or refined product that is for resale. This certificate may not be used to claim any other type of exemption in Tennessee.

A Tennessee supplier that sells tangible personal property or taxable services to an out-of-state dealer for resale and drop ships the goods to the out-of-state dealer's Tennessee customer, may accept a resale certificate issued by another state, a fully completed Streamlined Sales and Use Tax Exemption Certificate, or the Uniform Sales and Use Tax Resale Certificate – Multijurisdiction that includes the sales tax ID number issued by the other state to make drop shipped sales for resale without tax. See important notice 22-01 Drop Shipment Rule Repealed for more information.

Any tangible personal property or other taxable item or service purchased without the payment of tax using this resale certificate, that is later used or consumed in any manner by the buyer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

29. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories, and possessions.

30. Vermont: The reseller must be registered to collect Vermont sales tax. Vermont allows this certificate to be used to claim a resale exemption for goods only, not component parts to a service. It is not to be used by contractors. Vermont's manufacturing exemption is limited to property consumed in the manufacturing process, used directly and exclusively in the manufacturing process, or packaging or shipping materials for use by a manufacturer or wholesale distributor. Any other uses and the use for any other exemptions is not permitted.

    While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

31. Washington: Buyer acknowledges that in addition to the amount of tax due, the misuse of this form may result in interest and penalties being imposed by law.

32. Wisconsin: Allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

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Frequently Asked Questions
Uniform Sales and Use Tax Certificate – Multijurisdictional

- **To whom do I give this certificate?**
- **Can I register for multiple states simultaneously?**
- **I have received this certificate from my customer. What do I do with it?**
- **Am I the Buyer or the Seller?**
- **What is the purpose of this certificate?**
- **How do I fill out the certificate?**
- **What information goes on the line next to each state abbreviation?**
- **What if I don't have an ID number for any (or some) state(s)?**
- **Who should use this certificate?**
- **Can I use this certificate?**
- **Which states accept the certificate?**
- **I am based in, buying from, or selling into Maine. Can I use this certificate?**
- **I am a drop shipper. Can I use this certificate?**
- **Do I have to fill this certificate out for every purchase?**
- **Can this certificate be used as a blanket certificate?**
- **Who determines whether this certificate will be accepted?**
- **I have been asked to accept this certificate. How do I know whether I should accept it?**
- **Is there a more recent version of this certificate?**
- **To whom should I talk to for more information?**

To whom do I give this certificate?
If you are purchasing goods for resale, you will give this certificate to your vendor, so that your vendor will not charge you sales tax.

If you are selling goods for resale, and you have received this certificate from your buyer, you will keep the certificate on file.

Can I register for multiple states simultaneously?
A buyer must be registered as a retailer for sales/use tax in states where the buyer has sales/use tax nexus in a state. Registration in each state must be done separately with that state. See the state tax agency's website. The Federal Tax Administrators (FTA) maintains a centralized list of links to state agency websites: https://taxadmin.memberclicks.net/state-tax-agencies. The Streamlined Sales Tax Governing Board, Inc. maintains a centralized registration system that can be used to register in states that are members. For more information, see www.streramlinedsalestax.org.

I have received this certificate from my customer. What do I do with it?
Once you have examined the certificate and you have accepted it, you will keep it on file as prescribed by applicable state laws. The relevant state will generally be the state where you are located, or the state where the sales transaction took place.

Am I the Buyer or the Seller?
If you are purchasing goods for resale, you are the Buyer. If you are selling goods to a buyer who is purchasing them for resale, you are the Seller.

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What is the purpose of this certificate?
This certificate is to be used as supporting documentation that the Seller should not collect sales tax because the good or service sold to the Buyer, is exempt from the tax as a sale for resale or as an ingredient or component of a product manufactured by the Buyer and to be resold.

How do I fill out the certificate?
The individual filling out the certificate is referred to as the Buyer. The first two lines, "Issued to Seller" an "Address", should be filled in with the name and address of the Seller. The rest of the information refers to the Buyer (name and address of Buyer, business engaged in, description of business, property or services to be purchased). The line next to each state abbreviation should be filled out with the relevant state ID number.

What information goes on the line next to each state abbreviation?
The line next to each state abbreviation should be filled in with the relevant state ID number. This will be the sales/use tax registration or resale authorization number issued by the state (see next FAQ for an exception). For example, on the line next to AL, provide the sales/use tax registration number issued by Alabama. The relevant registration number may be given various names in the different states. Some of the terms for this number are State Registration or Seller's Permit Number. Regardless of the name, this will be a number that has been issued by the state to the Buyer (see next FAQ for an exception). This number is generally associated with the reseller's authority to collect and remit sales/use tax.

What if I don't have a registration number for any (or some) state(s)?
The states vary in their rules regarding requirements for a reseller exemption or exclusion. Some states require that the reseller (Buyer) be registered to collect sales tax in the state where the reseller makes its purchase. Other states will accept the certificate if the registration number is provided for some other state (such as the resident state of the Buyer). You should check with the relevant state to determine whether you meet the requirements of that state.

Who should use this resale certificate?
A Buyer who is registered in one of the states listed on the resale certificate may be able to use this certificate to make purchases of tangible property or taxable services that are for resale tax-exempt. States vary in their policies for use of this certificate. Questions regarding your specific eligibility to use this certificate should be addressed to the revenue department of the relevant state.

Can I use this resale certificate?
The states vary in their rules for use of this resale certificate. You should check with the relevant state to determine whether you can use this resale certificate for purchases from sellers registered in that state. The footnotes to the certificate provide some guidance; however, the Multistate Tax Commission cannot guarantee that any state will accept this certificate. States may change their policies without informing the Multistate Tax Commission.

Which states accept the certificate?
States listed on the certificate have accepted this certificate. States may change their policies for acceptance of the certificate without notifying the Multistate Tax Commission. You may check with the relevant state to determine the current status of the state's acceptance policy. See next FAQ.

I am based in, buying from, or selling into Maine. Can I use this certificate?
Please contact Maine Revenue Services.

I am a drop shipper. Can I use this certificate?
If you are the Buyer and your Seller ships directly to your customers, you may be able to use this certificate because you are a reseller. However, your Seller may be unwilling to accept this certificate if you are not

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registered to collect sales tax in the state(s) where your customers are located.
If you are the Seller, and you have nexus with the state(s) into which you are shipping to your Buyer's customers, you may be required by such state(s) to remit sales tax on those sales if your Buyer is not registered to collect sales tax.

Do I have to fill this resale certificate out for every purchase?
In many cases, this certificate can be used as a blanket certificate, so that you will only need to fill it out once for each of your Sellers. Some states require periodic replacement with a renewed certificate (see notes on certificate).

Can this resale certificate be used as a blanket certificate?
In many states this certificate can be used as a blanket certificate. You should verify this with the applicable state. A blanket certificate is one that can be kept on file for multiple transactions between a specific Buyer and specific Seller.

Who determines whether this resale certificate will be accepted?
The Seller will determine whether it will accept the certificate from the Buyer. The applicable state will determine whether a certificate is acceptable for the purpose of demonstrating that sales tax was properly exempted. The applicable state will generally be the state where the Seller is located or has nexus or the state where the sales transaction took place, or where the Buyer is located. The Multistate Tax Commission does not determine whether this certificate will be accepted either by the Seller or the applicable state.

I have been asked to accept this resale certificate. How do I know whether I should accept it?
You should contact your state revenue department if you are not familiar with the policies regarding acceptance of resale certificates.

In order for the certificate to be accepted in good faith by the Seller, Seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component of a product manufactured by Buyer and then resold in the usual course of its business. A Seller failing to exercise care could be held liable for the sales tax due in some states.

Is there a more recent version of this certificate?
No. The most recent version is posted on our website (revised as of October 14, 2022). You may have seen a version that has been modified in an unauthorized manner. You should not use any version other than the one available on our website.

Whom should I talk to for more information?
For information regarding whether the certificate will be accepted in the applicable state, you should contact the revenue department of that state. The Multistate Tax Commission's Member States webpage has links to revenue department websites.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Insurance Company of P — 19445 INSURER C : Argonaut Insurance Company — 19801 INSURER D : Texas Mutual Insurance Company — 22945 INSURER E : Evanston Insurance Company — 35378 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W34186561 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EG 14260818-02	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	013-16-3239	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			EGU 14260819-02	06/30/2024	06/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 929038262314	06/30/2024	06/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	POLLUTION LEGAL LIABILITY			EG 14260818-02	06/30/2024	06/30/2025	EACH OCCURRENCE LIMIT AGGREGATE	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law.

SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Follows Form of Underlying Coverage

INSURER AFFORDING COVERAGE: Texas Mutual Insurance Company NAIC#: 22945
POLICY NUMBER: 0001163631 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	$1,000,000
Employers Liability - TX	EL Disease Ea Emp.	$1,000,000
Per Statute	EL Disease-Policy Lim	$1,000,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378
POLICY NUMBER: AXN0023-24 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	$10,000,000
Occurrence Basis	Aggregate	$10,000,000

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - FL
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

1983 National Council on Compensation Insurance.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - GA
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. wc 929038262314 Endorsement No.

Policy Effective Date; 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - IN
Where Required By Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date; 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

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Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - MI
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date. 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket - CA

Job Description

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

Countersigned by _____

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

It is hereby agreed that:

I. Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.

II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

ENDORSEMENT NO. 17

This endorsement effective 12:01 A.M,06/30/2024
Forms a part of Policy No: 14260818-02
Issued to: Shrieve Chemical Company LLC
By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY POLICY

Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY,** it is hereby agreed that **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

WRITTEN CONTRACT EXECUTED PRIOR TO CLAIM OR LOSS

Location and Description of Completed Operations:

ALL LOCATIONS AND PROJECTS OF THE NAMED INSURED

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

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ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

Where required by written contract when such contract was signed and executed prior to the sale, distribution, handling or transfer of your product

Your Products:

All products sold, handled or distributed by the insured

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage**, or **emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

a.B odily injury, property damage, environmental damage, or **emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b.A ny express warranty unauthorized by you;

c. Any physical or chemical change in **your product** made intentionally by the vendor;

d.R epackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

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g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or

h. **Bodily injury, property damage, environmental damage** or **emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d**. or **f**. above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions, and exclusions shall remain the same

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

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ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract or agreement

Los Angeles Department of Water and Power
City of Vero Beach
City of Austin-Austin Energy
Cerberus Business Finance Agency, LLC as collateral agent and its successors and assigns
FMP Agency Services, LLC, as Agent, on behalf of itself and the Lenders

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

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Texas Mutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/22 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001163631 of Texas Mutual Insurance Company effective on 06/30/2024

Issued to: SHRIEVE CHEMICAL COMPANY LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/29/22

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- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"Shrieve Chemical" ×

Classification

Excluded Individual

Excluded Entity

Entity Name

Shrieve Chemical ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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Entity Information | Entities | Disaster Response Registry | Responsibility / Qualification | Exclusions

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⚠ **WARNING**

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Shrieve Chemical Company, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1442 Lake Front Circle Suite 500

6 City, state, and ZIP code

The Woodlands TX 77380

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

7	4	–	1	9	9	4	8	8	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Katie Taylor **Date** 01/01/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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Shrieve Chemical Company
May 8, 2025

RE: Authority to Bind – Invitation to Bid No. ITB 25-016
Sulfuric Acid 93% for Water Treatment Plant Operations

To Whom It May Concern,

I, Jason VanVleet, in my capacity as Chief Executive Officer of Shrieve Chemical Company, hereby authorize **Chris Burns**, to act on behalf of Shrieve Chemical Company and bind the company in all matters related to the submission of our response to **Invitation to Bid No. ITB 25-016 – Sulfuric Acid 93% for Water Treatment Plant Operations**, issued by the City of Deerfield Beach.

Chris Burns is authorized to sign and submit all required documentation and agreements related to this bid.

Should you require any additional information or verification, please feel free to contact me directly.

Sincerely,

Jason VanVleet
Chief Executive Officer
Shrieve Chemical Company
jvanvleet@shrieve.com
813-220-5450

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Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

SHRIEVE CHEMICAL COMPANY, LLC

Filing Information
Document Number
M22000001143
FEI/EIN Number
74-1994881
Date Filed
01/24/2022
State
TX
Status
ACTIVE
Principal Address
1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380
Mailing Address
1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Registered Agent Name & Address
BURNS, CHRIS
2301 CYPRESS GARDENS BLVD
WINTER HAVEN, FL 33884

Authorized Person(s) Detail
Name & Address

Title MGR

VANVLEET, JASON
1442 LAKE FRONT CIRCLE, STE. 500
THE WOODLANDS, TX 77380

Chris Burns

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Chris Burns
Marketing Director

Shrieve Chemical Company, LLC SE Region
2301 Cypress Gardens Blvd. Winter Haven, FL 33884
P 800.367.4226 F 281.367.0071

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8813 HIGHWAY 41 SOUTH
RIVERVIEW, FLORIDA 33569

93 % SULFURIC ACID

TYPICAL AVERAGE PRODUCTION SPECIFICATIONS

Sulfuric Acid (H_2SO_4)	**93.2 – 94.6%**
Iron (Fe)	**< 20 ppm**
Reducing Substances as SO_2	**<20 ppm**
Nitrates as NO_3	**<10 ppm**
Chlorides as Cl	**< 5 ppm**
Ammonium as NH_4^+	**< 1 ppm**
Heavy Metals as Pb	**< 1 ppm**
Aluminum (Al)	**< 0.5 ppm**
Antimony (Sb)	**< 0.5 ppm**
Arsenic (As)	**< 1.0 ppm**
Cadmium (Cd)	**< 0.5 ppm**
Chromium (Cr)	**< 1 ppm**
Copper (Cu)	**< 0.5 ppm**
Lead (Pb)	**< 1 ppm**
Manganese (Mn)	**< 0.5 ppm**
Mercury (Hg)	**< 20 ppb**
Nickel (Ni)	**< 0.5 ppm**
Platinum (Pt)	**< 0.5 ppm**
Potassium (K)	**< 1 ppm**
Selenium (Se)	**< 0.5 ppm**
Zinc (Zn)	**< 0.5 ppm**
Fixed Residue	**110 ppm**
Organic Matter	**< 10 ppm**
Color	**30**
Turbidity (NTU)	**< 1**

NSF®

Certified to ANSI/NSF-60	Max. Use: 50 mg/L

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EXHIBIT “B”
SCOPE OF SERVICES

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SECTION VI – SPECIFICATIONS

1. General

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H2SO4) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Technical Specifications

a. Sulfuric Acid 93% (H2SO4) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

b. This product is for use in the Water Treatment Plant's (membrane filtration system).

c. Technical Grade: 93.19% minimum 66-degree Baume.

d. Total iron content shall not exceed twenty-five parts per million (25ppm).

3. Certification and Testing

a. The sulfuric acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

b. The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

c. Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

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5. Delivery

a. The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

b. The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor, shall be liable for all costs associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractors expense. The City reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

c. The transfer of product from the delivery vehicle to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

d. The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Inventory

The vendor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of product will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserves the right to require proof of access to inventory. The vendor shall immediately notify the Purchasing Department of each respective Cooperative Group agency when out of stock of product due to circumstances beyond their control. The City of Deerfield Beach reserves the right to procure out of stock product from other sources in these circumstances.

7. Substitutions

a. The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

b. If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if

Docusign Envelope ID: F1A1191B-4C60-8DA8-80C5-88FFD0B6CE74

requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

8. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

9. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contract name and number
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-508

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of electric valve actuators from Harold Beck & Sons, Inc. for the East Water Treatment Plant in an amount not to exceed $43,355.00; authorizing execution of the documents necessary to effectuate the purchase; providing for implementation and an effective date. *(Funds from Account #401-300-360-3602-000-53600-506031 - Improvements Other than Buildings)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $45,355
Account Name: Improvements Other Than Buildings
Account Number: 401-300-360-3602-000-53600-506031

Background/History
The East Water Plant operates several critical water distribution and storage facilities that rely on valve actuators to provide safe, reliable, and efficient operation of the City's potable water system. Several of the existing actuators at the "Old" East Plant have reached the end of their useful life and require replacement to maintain operational reliability and improve system control.

The first portion of this procurement includes the purchase of four Beck Model 11-363 electric actuators to replace the existing pneumatic actuators installed on the High Service Pump (HSP) butterfly valves. These pneumatic actuators are associated with an obsolete air-operated control system that has experienced increasing maintenance requirements, component failures, and operational reliability issues. Replacement with modern electric actuators will eliminate dependence on the aging pneumatic system, reduce maintenance costs, improve reliability, and allow integration of these critical valves into the City's Supervisory Control and Data Acquisition (SCADA) system for enhanced monitoring and remote operation. The quotation for these four actuators is $34,755.

The second portion of this procurement includes the purchase of one Beck Model 11-309 modulating

actuator for installation on a 16-inch flow control valve serving a 1.0-million-gallon finished water storage tank. Currently, plant operators must travel to the tank site and manually operate the valve to control tank inflow and outflow. Installation of the actuator will allow remote monitoring and control through the City's SCADA system, improving operational efficiency, reducing staff response time, and providing greater flexibility in managing distribution system flows and storage levels. The quotation for this actuator is $10,600.00

The Environmental Services Department has determined that Beck actuators are the City's adopted standard for electric valve actuators and related control applications. Procurement staff confirmed that the applicable Beck contract has been approved and posted for City use, allowing the City to proceed with the purchase utilizing the established standard vendor.

Current Activity
The existing pneumatic actuators serving the High Service Pump valves continue to present operational and maintenance challenges due to the age and condition of the pneumatic control system. Failures within this system can adversely affect valve operation, increase maintenance demands on plant staff, and limit the plant's ability to remotely monitor and control key distribution assets. Replacement of these actuators with Beck electric actuators will improve reliability and facilitate full integration with the City's SCADA system.

Additionally, operation of the storage tank flow control valve presently requires manual field intervention whenever flow adjustments are needed. This manual process reduces operational efficiency and limits the plant's ability to respond quickly to changing distribution system conditions. Installation of the proposed actuator will allow operators to remotely operate and monitor the valve through SCADA. Combined with the High Service Pump actuator upgrades, this project will enhance system automation, operational flexibility, and reliability throughout the East Water Plant facilities.

Recommendation
It is recommended that the City Commission approve the purchase of electric valve actuators for the East Water Treatment Plant from Beck in an amount not to exceed $45,355.00.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PURCHASE OF ELECTRIC VALVE ACTUATORS FROM HAROLD BECK & SONS, INC. FOR THE EAST WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $45,355.00; AUTHORIZING EXECUTION OF THE DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City's East Water Plant (the "Plant") operates critical water distribution and storage facilities that rely on valve actuators to provide safe, reliable, and efficient operation of the potable water system; and

WHEREAS, several of the valve actuators have reached their useful life expectancy and require replacement in order to maintain the Plant's operational reliability and improve the system control; and

WHEREAS, on March 31, 2026, the City Commission adopted Resolution No. 2026/038 establishing Harold Beck & Sons, Inc. ("Beck") electric actuators as City standard equipment in accordance with Section 38-116(3)(c)(2)(ii) of the City Code, whereby the City may acquire the actuators from Beck without utilizing a sealed competitive method or the written quotations method; and

WHEREAS, due to the need to replace the actuators, City staff requested and received quotes from Beck for a total of five actuators, as more specifically set forth in the attached Exhibits "1"and "2", (collectively, the "Actuators") in the total amount of $45,355.00; and

WHEREAS, City staff recommends that the City Commission approve the purchase of the Actuators from Beck in an amount not to exceed $45,355.00 (the "Purchase"), and authorize execution of the applicable documents necessary to effectuate the Purchase (the "Purchase Documents"); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve the Purchase of the Actuators from Beck in an amount not to exceed $45,355.00 and authorize execution of the Purchase Documents.

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 Actuators from Beck in an amount not to exceed $45,355.00.

Section 3. The City Commission hereby authorizes the City Manager to execute the Purchase Documents, with such language as is deemed 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 _____, 2026.

CITY OF DEERFIELD BEACH

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

BECK ELECTRIC ACTUATORS

Quotation: MJT-26-172297

Quotation Prepared For:

City of Deerfield Beach
West WTP
290 Goolsby Blvd.
Deerfield Beach, FL 33442
USA

Primary Contact: Clauduarte Andrade

Quoted On: 8/21/2026 **Expires:** 10/20/2026

Salesperson: Max J. Turochy
215-968-4600
mjturochy@haroldbeck.com

Summary: Update of DGS-26-170740
16" Water Flow Control Butterfly Valve

RFQ of 4/16/26 and 6/3/26

Please send orders to customerservice@haroldbeck.com

Thank you for the opportunity to provide this quotation. Orders placed with Harold Beck & Sons, Inc. are subject to terms and conditions of sale as shown. Prices quoted do not include sales, use, or municipal taxes unless otherwise specified. All prices quoted are in US Dollars unless otherwise specified. Using the contact information provided above, orders may be placed by e-mail, fax, telephone, or mail. Please note the Beck quotation number on your purchase order. Beck reserves the right to update this quotation if any new charges are imposed before a Purchase Order is issued. Please note that this quotation is valid for 30 days from the date issued.
Beck drives are supported by the best warranty in the industry. Please refer to the enclosed Terms & Conditions for details of our 3 year warranty.

Lead Time (Weeks)*: 8-10 Weeks
Freight Pay Terms: Prepaid & Added
Freight FOB: FOB Newtown, PA
Payment Terms: Net 30 Days

*** This shipment leadtime approximates the shipment date scheduling after receipt of a purchase order. However, please consult the factory if it does not meet your requirements.**

CC: Eric De La Espriella
Attachments: Wiring Diagram: 17-5509-55

Line	PartNum	Description	Quantity	Unit Price	Ext. Price
1	11-309	11-309 ROTARY ACTUATOR With HDWR for Field Mounting Valve / 16" Water Flow Control Butterfly Beck Model 11-309 Actuator with 4-20 mA Positioning for Modulating Service. Actuator Supply Power = 120/1/60 Mounting Hardware: L-Bracket & Linkage that can be confirgured to provide at least a 2:1 torque multiplier at the valve seat Valve: Existing 16" Dezurik BAW Butterfly Valve Beck Model 11-309 Actuator with L-Bracket & Linkage Hardware to mount on an existing 16" Dezurik BAW Butterfly Valve in the Field.	1	$9,725.00	$9,725.00
				Quote Freight:	$875.00
				Quote Total:	$10,600.00

Quote Notes:

The standard lead-time is quoted, contact the Factory if a faster delivery is required.

The valve manufacturer should be confirmed when ordering.

Installation and start-up assistance provided at no charge.

BECK ELECTRIC ACTUATORS

Quotation: MJT-26-172297

Configured Model Features & Specifications

Line	Qty	Model	Application Description
1	1	11-309	Valve / 16" Water Flow Control Butterfly Beck Model 11-309 Actuator with 4-20 mA Positioning for Modulating Service. Actuator Supply Power = 120/1/60 Mounting Hardware: L-Bracket & Linkage that can be confirgured to provide at least a 2:1 torque multiplier at the valve seat Valve: Existing 16" Dezurik BAW Butterfly Valve Beck Model 11-309 Actuator with L-Bracket & Linkage Hardware to mount on an existing 16" Dezurik BAW Butterfly Valve in the Field.

Actuator Features & Specifications

Voltage/Phase / Freq:	120/1/60
Torque (lb-ft):	550
Stroke Timing (seconds):	75
Travel (degrees):	100
Auxiliary Limit Switches:	4X SPDT
Communications Protocol:	HART communications / Local pushbutton interface
Control Signal:	4-20 MA
Feedback Signal:	4-20 mA
Loss of Control Signal Action:	Stay In Place
Loss of Power Action:	Stay in Place
Enclosure Rating:	TYPE 4X, IP66/IP68 (3m / 48 hrs)
Corrosion Protection:	Standard
Position Sensing Device:	Contactless Position Sensor (CPS)
Control Board:	Digital Control Module (DCM) w/Digital Feedback Display
Wiring Diagram:	17-5509-55

Integral Features:
- Self-Locking, Self-Releasing Gear Train
- Handwheel (manual operation without power)
- Non-coasting Beck control motor with instant magnetic braking
- Dust-Tight Construction
- Over-Travel Limit Switches
- Cast Mechanical Stops
- 5-Position Handswitch (electrical manual operation)
- Temperature Sensing Technology
- Stall Protection Circuitry

Additional Features: Auxiliary handswitch contact closed in AUTO
Handswitch Inlay (OPEN / CLOSE)

Accessories / Mounting:

Valve Info: Customer Field Mounting with Beck Supplied Mounting Hardware
16" Dezurik BAW Butterfly Valve

Valve/Damper Supplied By: Customer

Mounting Type: Bracket & Linkage (L-bracket)

Orders issued by a purchaser ("Buyer") and accepted by Harold Beck & Sons, Inc. ("Beck") are subject to the following terms and conditions:

Rev. 1/30/2026

Price and Delivery
The prices and estimated delivery on any Beck issued quotations ("Quote") or a purchase order acknowledgement (together with these terms and conditions, the "Contract") are valid for the periods stated, provided Buyer's order, release for production, and requested delivery date are all within the dates shown on the face of the Quote. Extension of the quoted prices is not available unless specifically stated in the Quote. Prices are subject to correction for errors. Beck reserves the right to adjust prices due to regulatory changes, government mandates, or escalation for material cost increases. The prices in the Quote do not include shipping and insurance costs or the cost of installation, repair, or maintenance services unless they are specifically listed.
If the Quote includes any product or service that is to be supplied or provided by a third party (a "Buyout Item") and such third party supplier or provider increases their prices after Beck has delivered the Quote to Buyer, but before the order is fulfilled, Beck reserves the right to update the Quote with respect to the Buyout Item. Buyer agrees to accept any terms and conditions of a third-party providing Buyout Items.

Changes to Quantities and Specifications
Changes to quantities and specifications requested or approved by Buyer following Beck's receipt of Buyer's order must be made with a formal change order or new purchase order and will be invoiced at the price in effect at the time the change order or new purchase order is received by Beck.

Shipping
Shipping dates are approximate and are based upon prompt and timely receipt of all necessary information from Buyer. Orders which require Buyer's approval prior to release for production, or which are placed on hold at any time after receipt of order, but prior to shipment, will be subject to revised delivery dates. Such delivery dates shall be the estimated delivery dates in effect at the time the release for production or release from hold is received by Seller. Shipment shall be EXW Beck's factory, Newtown, Pennsylvania USA, at which time the risk of loss transfers to Buyer. Buyer is responsible for arranging shipment of the purchased product ("Equipment") and for all shipping and insurance costs.

Rescheduling and Storage Fees for Buyer Related Delays
If the acts or omissions of Buyer prevent or delay shipment after the order has been released for production by Beck, Beck reserves the right to (i) reschedule the shipment to a later date, and (ii) charge storage fees equal to 1% of the purchase order total each week that shipment is delayed. In no event will Beck be liable for any delays in shipping caused by a change in specifications, directions, or design requested or agreed to by Buyer or any other acts or omissions of Buyer which delay shipment.

Force Majeure
In no event will Beck be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control including but not limited to, (1) trade restrictions, embargos, or major supply chain disruptions, (2) acts of God, acts of the Buyer, acts of civil, or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, or (3) the inability to obtain necessary labor, materials, components, or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be necessary to compensate for the delay without any liquidated damages or other penalties assessed against Beck.

Payment and Credit Terms; Security Interest
Unless otherwise specified in the Quote or set forth in this Contract, the terms of payment are net cash 30 days from date of invoice, subject to approval and continuation of approval of credit by Beck. All payments shall be made in full in U.S. dollars without deduction or offset, through a U.S. bank to the address stated in Beck's invoice. Buyer shall pay Beck interest on all late payments at the rate of 1.0% per month. If at any time after issuance of the Quote, Beck discovers Buyer to be insolvent, Beck reserves the right to condition manufacture or shipment of the Equipment except upon Buyer's payment of cash on delivery or payment in advance (as determined by Beck in its sole discretion), and Beck further reserves its rights to reclaim any Equipment already delivered to Buyer upon demand. Buyer hereby grants Beck a security interest in the Equipment to secure payment of Buyer's obligations under this Contract and authorizes Beck to file such financing statements or other filings necessary to perfect Beck's security interest in the Equipment.

Inspection of Equipment
Buyer shall inspect the Equipment within 5 days of delivery ("Inspection Period"). Buyer will be deemed to have accepted the Equipment unless it notifies Beck in writing of any defects or nonconformities with the order by the end of the Inspection Period. If Buyer timely notifies Beck of defects or nonconformities, Beck will, at its sole discretion, (i) replace the nonconforming Equipment with conforming Equipment, or (ii) credit or refund the purchase price paid for such nonconforming Equipment, together with any reasonable third-party shipping and handling expenses actually paid by Buyer in connection with the nonconforming Equipment. Buyer agrees that the remedies set forth in this section are Buyer's exclusive remedies for any nonconforming Equipment.

Maintenance and Installation; Instruction Manual
Unless otherwise specified in the Quote, installation and maintenance of the equipment is the responsibility of Buyer. Digital instruction manuals which include installation, maintenance and parts information are available through Beck's website. Hard copies of instruction manuals are available upon request and will be shipped separately unless otherwise instructed (an additional fee may be charged to Buyer depending on quantity requested relative to the order).

Three Year Limited Equipment Warranty
Beck warrants to Buyer that: (i) for a period of 3 years from the date of shipment (the "Limited Warranty Period"), the Equipment manufactured by Beck (the "Beck Equipment") shall materially conform to Beck's published standard specifications in effect as of the date of shipment; and (ii) the Beck Equipment will be free from defects in materials and workmanship. The warranties under this section do not apply to normal wear and tear, or where Beck Equipment failure is a result of improper installation, improper storage, misuse or improper maintenance, or water ingress related to Buyer or its agents failing to apply the stated torque requirements to fasteners when attaching covers or failing to replace temporary conduit plugs as stated in the installation instructions, or entry through conduits.
During the Limited Warranty Period, Buyer shall notify Beck of any alleged warranty claim within 30 days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim (but in any event prior to the end of the Limited Warranty Period), and Buyer shall return the Beck Equipment in question, at Buyer's expense, to Beck for evaluation, in compliance with the terms stated in the "Return of Equipment" article in this Contract. If Beck determines that the Beck Equipment fails to conform to the limited warranty, then, at Beck's sole discretion and its expense (subject to Buyer's conformity with this section), Beck will either: (i) repair or replace the Beck Equipment, without charge, at Beck's factory, or (ii) refund the purchase price of such Beck Equipment, less any applicable discounts, rebates, or credits. In no event will Beck's liability exceed the contract price actually paid for such Beck Equipment subject to a warranty claim. Beck makes no warranty, express or implied, with respect to any Buyout Item. This limited warranty is not transferable or assignable to any transferees of the Beck Equipment.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF BECK. BUYER ACKNOWLEDGES THAT: (i) BECK HAS MADE NO INDEPENDENT INVESTIGATION OF THE SUITABILITY OF THE EQUIPMENT FOR BUYER'S INTENDED USE OR EXISTING SYSTEMS; AND (ii) BUYER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY BECK OR ANY OTHER PERSON ON BECK'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS CONTRACT. THIS SECTION SETS FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

Limitation on Liability
In no event shall Beck or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to this Contract, regardless of (i) whether such damages were foreseeable, and (ii) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based. Notwithstanding anything stated to the contrary in the Contract, Beck's aggregate liability to Buyer arising out of or related to this Contract shall not exceed the total paid by Buyer to Beck under this Contract (excluding Buyout Items).

Indemnification
Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Party"), its affiliates, and its respective officers, directors, employees, agents, subcontractors, suppliers and representatives from and against any and all third-party claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including reasonable defense costs and legal fees) (collectively, "Losses"), including but not limited to claims for personal injury, death, property damage, violation of law, or other liability arising from the Indemnifying Party's willful misconduct or negligence; provided, however, that an Indemnifying Party's obligations hereunder shall be only to the extent that the Indemnifying Party's willful misconduct or negligence contributed to any such Losses.

Return of Equipment
Equipment may not be returned to Beck, whether in connection with an alleged breach of warranty, repair, or otherwise, without Buyer first having received written approval from Beck and an RMA number generated by Beck. Buyer shall pay the shipping costs for all Equipment returns and shall be liable for any damage to or loss of the Equipment occurring while in transit to Beck.
At Beck's discretion, unused standard Equipment may be returned to Beck for credit if (i) the Equipment was invoiced to Buyer within the 12-month period preceding such return, and (ii) the Equipment is received by Beck in its original condition, free of wear and tear or damage. A restocking fee will apply.

Service
Field service performed by Beck at the Buyer's plant or designated location will not be provided, unless specifically included in the Quote. Under such service arrangements, Beck provides qualified technical personnel to provide field installation supervision, field repair and modernization services, or technical field assistance. Dates for such service, and the scope of the service required, must be arranged in advance. Buyer will be responsible for paying all travel and living expenses of Beck's personnel, as well as service time on the job, all in accordance with current rates. At all times when Beck is providing services under this Contract, Buyer is responsible for (i) the supervision, management, and control of its personnel, agents, or contractors and their work, and (ii) the planning, scheduling, management and progress of the work.
Beck warrants to Buyer that any service and materials supplied in connection therewith (the "Work") will be free of defects in workmanship and materials for one year after the completion of the Work (the "Work Warranty Period") and will substantially conform with the scope of work or any specifications agreed to by Beck in writing. If during the Work Warranty Period, Beck is notified that the Work fails to conform to the warranty, Beck will, at its option and expense, correct such nonconformity by repair, adjustment, or replacement of the nonconforming portion of the Work. This warranty does not cover, and Beck will have no liability with respect to: (i) issues caused by misuse, neglect, improper handling, failure to follow provided instructions, or unauthorized modifications, alterations, or repairs performed by anyone other than Beck; and (ii) issues arising from factors outside of Beck's control, including natural disasters, acts of government, supply chain disruptions, or other unforeseen events that prevent or hinder the proper performance of the services. The warranty in this section is further conditioned on Buyer providing, at its expense when necessary or when requested by Beck, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or to the extent necessary to permit Beck to fulfill its warranty obligations. This warranty is not transferable or assignable to anyone other than Buyer.

Cancellation
Any order placed with Beck can be canceled by the Buyer subject to payment of reasonable cancellation charges, which will normally include the following: (i) invoicing for work completed; (ii) costs for work-in-progress at the time of cancellation; (iii) reimbursement for the costs (including shipping and handling expenses) of any raw materials or parts purchased by Beck in connection with Buyer's order; and (iv) any other expenses or charges, including engineering and overhead charges incurred by Beck up to date of cancellation. Beck reserves the right to cancel this Contract or any order without penalty if Buyer files for bankruptcy or otherwise demonstrates an inability to pay, if Buyer fails to provide sufficient information to allow Beck to fulfill and ship an order, or for any other breach of this Contract.

Intellectual Property

Beck shall retain all rights, title, and interest in and to its intellectual property, including patents, trademarks, copyrights, and trade secrets related to the equipment, software and firmware. Upon purchase, Beck grants Buyer a limited, non-exclusive, non-transferable license to use any intellectual property associated with the Equipment, for the sole purpose of operating and maintaining the Equipment in accordance with the terms of this Contract.

Taxes
The prices set forth in the Quote do not include sales, use, excise, or similar taxes, or import duties (unless Beck is registered for use/sales tax collection with the state to which the Equipment shall be delivered and such taxes are applicable, in which case, the appropriate use/sales tax will be listed as a separate line item). Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax or import duty applicable to the sale or use of the Equipment hereunder shall be paid by Buyer or, in lieu thereof, Buyer shall provide Beck with a tax exemption certificate acceptable to the taxing authorities. Buyer will indemnify and hold Beck harmless against any loss, expense, or payment occasioned by collection of any such tax or duty from Beck by any taxing authority.

General
(i) This Contract is the entire agreement between Buyer and Beck and supersedes all prior or contemporaneous understandings, agreements, and negotiations, whether written or oral. This Contract supersedes any of Buyer's general terms and conditions of purchase, regardless of whether or when Buyer submitted its purchase order or such terms. Beck expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend the terms and conditions of this Contract. Buyer's acceptance of the Equipment shall serve as acceptance of the terms and conditions of this Contract. (ii) This Contract is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions thereof. It is the intent of the parties that Division 2 of the Pennsylvania Uniform Commercial Code shall not apply to any provisions hereof related to servicing of the Equipment. (iii) All actions brought under this Contract shall be instituted in the Pennsylvania state or federal courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. (iv) Buyer shall comply with all laws applicable to Buyer's transportation and use of the Equipment. (v) No waiver by Beck of any of the provisions of this Contract shall be effective unless explicitly set forth in a writing signed by Beck. (vi) Buyer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Buyer without the prior written consent of Beck. (vii) This Contract benefits solely Buyer and Beck and nothing in this Contract confers any legal or equitable right, benefit, or remedy on any other person. (viii) All notices shall be in writing and addressed to the parties at the addresses set forth in the Quote. All notices must be delivered by nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested). (ix) If any term of this Contract is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of this Contract.

BECK ELECTRIC ACTUATORS

Quotation: MJT-26-172298

Quotation Prepared For:

City of Deerfield Beach
West WTP
290 Goolsby Blvd.
Deerfield Beach, FL 33442
USA

Primary Contact: Clauduarte Andrade

Quoted On: 8/21/2026 **Expires:** 10/20/2026

Salesperson: Max J. Turochy
215-968-4600
mjturochy@haroldbeck.com

Summary: Update of DGS-26-170722 / REV 1
#8, #9, #10, #11 High-Service Pump Valves

RFQ of 4/24/26 and 4/29/26 and 6/2/26

Please send orders to customerservice@haroldbeck.com

Thank you for the opportunity to provide this quotation. Orders placed with Harold Beck & Sons, Inc. are subject to terms and conditions of sale as shown. Prices quoted do not include sales, use, or municipal taxes unless otherwise specified. All prices quoted are in US Dollars unless otherwise specified. Using the contact information provided above, orders may be placed by e-mail, fax, telephone, or mail. Please note the Beck quotation number on your purchase order. Beck reserves the right to update this quotation if any new charges are imposed before a Purchase Order is issued. Please note that this quotation is valid for 30 days from the date issued.
Beck drives are supported by the best warranty in the industry. Please refer to the enclosed Terms & Conditions for details of our 3 year warranty.

Lead Time (Weeks)*: 12-Weeks
Freight Pay Terms: Prepaid & Added
Freight FOB: FOB Newtown, PA
Payment Terms: Net 30 Days

*** This shipment leadtime approximates the shipment date scheduling after receipt of a purchase order. However, please consult the factory if it does not meet your requirements.**

CC: Eric De La Espriella
Attachments: Wiring Diagram: 17-5503-65

Line	PartNum	Description	Quantity	Unit Price	Ext. Price
1	11-363	11-363 ROTARY ACTUATOR With HDWR for Field Mounting Valve / 16" High-Service Pump Beck Model 11-363 Actuator for 120 VAC Open / Close Service. Actuator Supply Power = 120/1/60 Mounting Hardware: J-Bracket & Linkage Valve: Existing 16" Pratt Model 2FII Beck Model 11-363 Actuator supplied with J-Bracket & Linkage Hardware to mount on an existing 16" Pratt Model 2FII Butterfly Valve in the field.	4	$8,470.00	$33,880.00
				Quote Freight:	$875.00
				Quote Total:	$34,755.00

Quote Notes: The standard lead-time is quoted, contact the Factory if faster delivery is required.

BECK ELECTRIC ACTUATORS

Quotation: MJT-26-172298

Configured Model Features & Specifications

Line	Qty	Model	Application Description
1	4	11-363	Valve / 16" High-Service Pump Beck Model 11-363 Actuator for 120 VAC Open / Close Service. Actuator Supply Power = 120/1/60 Mounting Hardware: J-Bracket & Linkage Valve: Existing 16" Pratt Model 2FII Beck Model 11-363 Actuator supplied with J-Bracket & Linkage Hardware to mount on an existing 16" Pratt Model 2FII Butterfly Valve in the field.

Actuator Features & Specifications

Voltage/Phase / Freq:	120/1/60
Torque (lb-ft):	550
Stroke Timing (seconds):	75.56
Travel (degrees):	100
Auxiliary Limit Switches:	4X SPDT
Control Signal:	Open-Close or pushbutton operation
Feedback Signal:	NONE
Loss of Power Action:	Stay in Place
Enclosure Rating:	TYPE 4X, IP66/IP68 (3m / 48 hrs)
Corrosion Protection:	Standard
Wiring Diagram:	17-5503-65

Integral Features:
- Self-Locking, Self-Releasing Gear Train
- Handwheel (manual operation without power)
- Non-coasting Beck control motor with instant magnetic braking
- Dust-Tight Construction
- Over-Travel Limit Switches
- Cast Mechanical Stops
- 5-Position Handswitch (electrical manual operation)

Additional Features: Auxiliary handswitch contact closed in AUTO
Handswitch Inlay (OPEN / CLOSE)

Accessories / Mounting:

Valve Info: Customer Field Mounting with Beck Supplied Mounting Hardware
16" Pratt Model 2FII Butterfly Valve

Valve/Damper Supplied By: Customer

Mounting Type: Bracket & Linkage (J-bracket)

Orders issued by a purchaser ("Buyer") and accepted by Harold Beck & Sons, Inc. ("Beck") are subject to the following terms and conditions:

Rev. 1/30/2026

Price and Delivery
The prices and estimated delivery on any Beck issued quotations ("Quote") or a purchase order acknowledgement (together with these terms and conditions, the "Contract") are valid for the periods stated, provided Buyer's order, release for production, and requested delivery date are all within the dates shown on the face of the Quote. Extension of the quoted prices is not available unless specifically stated in the Quote. Prices are subject to correction for errors. Beck reserves the right to adjust prices due to regulatory changes, government mandates, or escalation for material cost increases. The prices in the Quote do not include shipping and insurance costs or the cost of installation, repair, or maintenance services unless they are specifically listed.
If the Quote includes any product or service that is to be supplied or provided by a third party (a "Buyout Item") and such third party supplier or provider increases their prices after Beck has delivered the Quote to Buyer, but before the order is fulfilled, Beck reserves the right to update the Quote with respect to the Buyout Item. Buyer agrees to accept any terms and conditions of a third-party providing Buyout Items.

Changes to Quantities and Specifications
Changes to quantities and specifications requested or approved by Buyer following Beck's receipt of Buyer's order must be made with a formal change order or new purchase order and will be invoiced at the price in effect at the time the change order or new purchase order is received by Beck.

Shipping
Shipping dates are approximate and are based upon prompt and timely receipt of all necessary information from Buyer. Orders which require Buyer's approval prior to release for production, or which are placed on hold at any time after receipt of order, but prior to shipment, will be subject to revised delivery dates. Such delivery dates shall be the estimated delivery dates in effect at the time the release for production or release from hold is received by Seller. Shipment shall be EXW Beck's factory, Newtown, Pennsylvania USA, at which time the risk of loss transfers to Buyer. Buyer is responsible for arranging shipment of the purchased product ("Equipment") and for all shipping and insurance costs.

Rescheduling and Storage Fees for Buyer Related Delays
If the acts or omissions of Buyer prevent or delay shipment after the order has been released for production by Beck, Beck reserves the right to (i) reschedule the shipment to a later date, and (ii) charge storage fees equal to 1% of the purchase order total each week that shipment is delayed. In no event will Beck be liable for any delays in shipping caused by a change in specifications, directions, or design requested or agreed to by Buyer or any other acts or omissions of Buyer which delay shipment.

Force Majeure
In no event will Beck be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control including but not limited to, (1) trade restrictions, embargos, or major supply chain disruptions, (2) acts of God, acts of the Buyer, acts of civil, or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, or (3) the inability to obtain necessary labor, materials, components, or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be necessary to compensate for the delay without any liquidated damages or other penalties assessed against Beck.

Payment and Credit Terms; Security Interest
Unless otherwise specified in the Quote or set forth in this Contract, the terms of payment are net cash 30 days from date of invoice, subject to approval and continuation of approval of credit by Beck. All payments shall be made in full in U.S. dollars without deduction or offset, through a U.S. bank to the address stated in Beck's invoice. Buyer shall pay Beck interest on all late payments at the rate of 1.0% per month. If at any time after issuance of the Quote, Beck discovers Buyer to be insolvent, Beck reserves the right to condition manufacture or shipment of the Equipment except upon Buyer's payment of cash on delivery or payment in advance (as determined by Beck in its sole discretion), and Beck further reserves its rights to reclaim any Equipment already delivered to Buyer upon demand. Buyer hereby grants Beck a security interest in the Equipment to secure payment of Buyer's obligations under this Contract and authorizes Beck to file such financing statements or other filings necessary to perfect Beck's security interest in the Equipment.

Inspection of Equipment
Buyer shall inspect the Equipment within 5 days of delivery ("Inspection Period"). Buyer will be deemed to have accepted the Equipment unless it notifies Beck in writing of any defects or nonconformities with the order by the end of the Inspection Period. If Buyer timely notifies Beck of defects or nonconformities, Beck will, at its sole discretion, (i) replace the nonconforming Equipment with conforming Equipment, or (ii) credit or refund the purchase price paid for such nonconforming Equipment, together with any reasonable third-party shipping and handling expenses actually paid by Buyer in connection with the nonconforming Equipment. Buyer agrees that the remedies set forth in this section are Buyer's exclusive remedies for any nonconforming Equipment.

Maintenance and Installation; Instruction Manual
Unless otherwise specified in the Quote, installation and maintenance of the equipment is the responsibility of Buyer. Digital instruction manuals which include installation, maintenance and parts information are available through Beck's website. Hard copies of instruction manuals are available upon request and will be shipped separately unless otherwise instructed (an additional fee may be charged to Buyer depending on quantity requested relative to the order).

Three Year Limited Equipment Warranty
Beck warrants to Buyer that: (i) for a period of 3 years from the date of shipment (the "Limited Warranty Period"), the Equipment manufactured by Beck (the "Beck Equipment") shall materially conform to Beck's published standard specifications in effect as of the date of shipment; and (ii) the Beck Equipment will be free from defects in materials and workmanship. The warranties under this section do not apply to normal wear and tear, or where Beck Equipment failure is a result of improper installation, improper storage, misuse or improper maintenance, or water ingress related to Buyer or its agents failing to apply the stated torque requirements to fasteners when attaching covers or failing to replace temporary conduit plugs as stated in the installation instructions, or entry through conduits.
During the Limited Warranty Period, Buyer shall notify Beck of any alleged warranty claim within 30 days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim (but in any event prior to the end of the Limited Warranty Period), and Buyer shall return the Beck Equipment in question, at Buyer's expense, to Beck for evaluation, in compliance with the terms stated in the "Return of Equipment" article in this Contract. If Beck determines that the Beck Equipment fails to conform to the limited warranty, then, at Beck's sole discretion and its expense (subject to Buyer's conformity with this section), Beck will either: (i) repair or replace the Beck Equipment, without charge, at Beck's factory, or (ii) refund the purchase price of such Beck Equipment, less any applicable discounts, rebates, or credits. In no event will Beck's liability exceed the contract price actually paid for such Beck Equipment subject to a warranty claim. Beck makes no warranty, express or implied, with respect to any Buyout Item. This limited warranty is not transferable or assignable to any transferees of the Beck Equipment.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF BECK. BUYER ACKNOWLEDGES THAT: (i) BECK HAS MADE NO INDEPENDENT INVESTIGATION OF THE SUITABILITY OF THE EQUIPMENT FOR BUYER'S INTENDED USE OR EXISTING SYSTEMS; AND (ii) BUYER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY BECK OR ANY OTHER PERSON ON BECK'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS CONTRACT. THIS SECTION SETS FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

Limitation on Liability
In no event shall Beck or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to this Contract, regardless of (i) whether such damages were foreseeable, and (ii) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based. Notwithstanding anything stated to the contrary in the Contract, Beck's aggregate liability to Buyer arising out of or related to this Contract shall not exceed the total paid by Buyer to Beck under this Contract (excluding Buyout Items).

Indemnification
Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Party"), its affiliates, and its respective officers, directors, employees, agents, subcontractors, suppliers and representatives from and against any and all third-party claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including reasonable defense costs and legal fees) (collectively, "Losses"), including but not limited to claims for personal injury, death, property damage, violation of law, or other liability arising from the Indemnifying Party's willful misconduct or negligence; provided, however, that an Indemnifying Party's obligations hereunder shall be only to the extent that the Indemnifying Party's willful misconduct or negligence contributed to any such Losses.

Return of Equipment
Equipment may not be returned to Beck, whether in connection with an alleged breach of warranty, repair, or otherwise, without Buyer first having received written approval from Beck and an RMA number generated by Beck. Buyer shall pay the shipping costs for all Equipment returns and shall be liable for any damage to or loss of the Equipment occurring while in transit to Beck.
At Beck's discretion, unused standard Equipment may be returned to Beck for credit if (i) the Equipment was invoiced to Buyer within the 12-month period preceding such return, and (ii) the Equipment is received by Beck in its original condition, free of wear and tear or damage. A restocking fee will apply.

Service
Field service performed by Beck at the Buyer's plant or designated location will not be provided, unless specifically included in the Quote. Under such service arrangements, Beck provides qualified technical personnel to provide field installation supervision, field repair and modernization services, or technical field assistance. Dates for such service, and the scope of the service required, must be arranged in advance. Buyer will be responsible for paying all travel and living expenses of Beck's personnel, as well as service time on the job, all in accordance with current rates. At all times when Beck is providing services under this Contract, Buyer is responsible for (i) the supervision, management, and control of its personnel, agents, or contractors and their work, and (ii) the planning, scheduling, management and progress of the work.
Beck warrants to Buyer that any service and materials supplied in connection therewith (the "Work") will be free of defects in workmanship and materials for one year after the completion of the Work (the "Work Warranty Period") and will substantially conform with the scope of work or any specifications agreed to by Beck in writing. If during the Work Warranty Period, Beck is notified that the Work fails to conform to the warranty, Beck will, at its option and expense, correct such nonconformity by repair, adjustment, or replacement of the nonconforming portion of the Work. This warranty does not cover, and Beck will have no liability with respect to: (i) issues caused by misuse, neglect, improper handling, failure to follow provided instructions, or unauthorized modifications, alterations, or repairs performed by anyone other than Beck; and (ii) issues arising from factors outside of Beck's control, including natural disasters, acts of government, supply chain disruptions, or other unforeseen events that prevent or hinder the proper performance of the services. The warranty in this section is further conditioned on Buyer providing, at its expense when necessary or when requested by Beck, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or to the extent necessary to permit Beck to fulfill its warranty obligations. This warranty is not transferable or assignable to anyone other than Buyer.

Cancellation
Any order placed with Beck can be canceled by the Buyer subject to payment of reasonable cancellation charges, which will normally include the following: (i) invoicing for work completed; (ii) costs for work-in-progress at the time of cancellation; (iii) reimbursement for the costs (including shipping and handling expenses) of any raw materials or parts purchased by Beck in connection with Buyer's order; and (iv) any other expenses or charges, including engineering and overhead charges incurred by Beck up to date of cancellation. Beck reserves the right to cancel this Contract or any order without penalty if Buyer files for bankruptcy or otherwise demonstrates an inability to pay, if Buyer fails to provide sufficient information to allow Beck to fulfill and ship an order, or for any other breach of this Contract.

Intellectual Property

Beck shall retain all rights, title, and interest in and to its intellectual property, including patents, trademarks, copyrights, and trade secrets related to the equipment, software and firmware. Upon purchase, Beck grants Buyer a limited, non-exclusive, non-transferable license to use any intellectual property associated with the Equipment, for the sole purpose of operating and maintaining the Equipment in accordance with the terms of this Contract.

Taxes
The prices set forth in the Quote do not include sales, use, excise, or similar taxes, or import duties (unless Beck is registered for use/sales tax collection with the state to which the Equipment shall be delivered and such taxes are applicable, in which case, the appropriate use/sales tax will be listed as a separate line item). Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax or import duty applicable to the sale or use of the Equipment hereunder shall be paid by Buyer or, in lieu thereof, Buyer shall provide Beck with a tax exemption certificate acceptable to the taxing authorities. Buyer will indemnify and hold Beck harmless against any loss, expense, or payment occasioned by collection of any such tax or duty from Beck by any taxing authority.

General
(i) This Contract is the entire agreement between Buyer and Beck and supersedes all prior or contemporaneous understandings, agreements, and negotiations, whether written or oral. This Contract supersedes any of Buyer's general terms and conditions of purchase, regardless of whether or when Buyer submitted its purchase order or such terms. Beck expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend the terms and conditions of this Contract. Buyer's acceptance of the Equipment shall serve as acceptance of the terms and conditions of this Contract. (ii) This Contract is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions thereof. It is the intent of the parties that Division 2 of the Pennsylvania Uniform Commercial Code shall not apply to any provisions hereof related to servicing of the Equipment. (iii) All actions brought under this Contract shall be instituted in the Pennsylvania state or federal courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. (iv) Buyer shall comply with all laws applicable to Buyer's transportation and use of the Equipment. (v) No waiver by Beck of any of the provisions of this Contract shall be effective unless explicitly set forth in a writing signed by Beck. (vi) Buyer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Buyer without the prior written consent of Beck. (vii) This Contract benefits solely Buyer and Beck and nothing in this Contract confers any legal or equitable right, benefit, or remedy on any other person. (viii) All notices shall be in writing and addressed to the parties at the addresses set forth in the Quote. All notices must be delivered by nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested). (ix) If any term of this Contract is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of this Contract.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-468

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the Kiwanis Club of Deerfield Beach Charitable Foundation, Inc. to host a Reverse Raffle Fundraiser event at the Johnny L. Tigner Community Center on January 23, 2027, from 6:00 p.m. to 9:30 p.m.; and providing for 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 Kiwanis Club of Deerfield Beach Charitable Foundation, Inc. has submitted a Special Event Application to host a Reverse Raffle Fundraiser on January 23, 2027, from 6:00 p.m. to 9:30 p.m. in the ballroom at the Johnny L. Tigner Community Center. The event will include the advance sale of raffle tickets, with the holder of the final ticket drawn receiving the grand prize. Food and beverages will be provided at no additional cost to ticket holders, and alcoholic beverages will be served during the event. The Special Event Application has been reviewed and approved through the City's Special Event Review Board process. The applicant will also comply with any security requirements established by the Broward Sheriff's Office (BSO) Detail Office for the event. Due to the proposed sale of raffle tickets as part of the fundraiser, the Special Event Application requires City Commission approval.

Current Activity
This is the first time this event has taken place in Deerfield Beach.

Recommendation
The Parks and Recreation Department recommends approval of this application.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC. TO HOST A REVERSE RAFFLE FUNDRAISER EVENT AT THE JOHNNY L. TIGNER COMMUNITY CENTER ON JANUARY 23, 2027 FROM 6:00 P.M. TO 9:30 P.M.; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kiwanis Club of Deerfield Beach Charitable Foundation, Inc. (the "Applicant") has submitted a special event permit application (the "Event Application") to hold a reverse raffle fundraiser event at Johnny L. Tigner Community Center within the Ballroom on Saturday, January 23, 2027, from 6:00 p.m. to 9:30 p.m. (the "Event"); and

WHEREAS, according to the Event Application submitted by the Applicant, the Event is open to the public with approximately 150 to 200 individuals anticipated to attend the Event; and

WHEREAS, the Applicant intends to conduct the advance sale of raffle tickets prior to the Event; and

WHEREAS, the Event will include food prepared off-site, alcoholic beverages, and silent auction items; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant's sale of raffle tickets, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Event.

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 approves the Event Application, subject to the Applicant's compliance with all applicable federal, state, and local laws, including compliance with the City's special event regulations and submission of the required proof of insurance, and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

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 its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

City of Deerfield Beach

Tigner Ballroom Application

The City of Deerfield Beach reserves the right to evaluate and consider all applications based on suitability and alignment with our community's standards. We prioritize maintaining the integrity of our City by ensuring safety, cleanliness of our beaches and community, optimal utilization of resources, and adherence to ethical principles. We maintain the right to approve or deny applications as deemed necessary.

Please allow time for processing applications; depending on the scope of event, applicant may be required to attend the Special Events Review Committee meeting and/or require City Commission approval. This may take up to 60 days.

APPLICANT INFORMATION

Organization Name:
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.

Contact Name:	**Contact Phone:**
BOB PARTON, TREASURER	561 703 7881

Email Address:
RAPARTON25@comcast.net

Address:	**City, State, ZIP:**
937 SE 12th WAY	DEERFIELD BEACH, FL 33441

Organization Status:

- ☐ For Profit
- ☒ Non-Profit (must include IRS 501(c) tax exempt letter)
- ☐ Other:

EVENT INFORMATION

Event Name:	**Proposed Date:**	**Alternative Date:**
REVERSE RAFFLE FUND-RAISER	1/23/2027	1/16/2027

Event Address: 445 SW 2nd Street **City, State, ZIP:** Deerfield Beach, FL 33441

Venue/Location Name: Johnny L. Tigner Community Center

Type of Event:
CHARITABLE FUND-RAISER

Description of Event: REVERSE RAFFLE. TICKETS SOLD IN ADVANCE. LAST TICKET DRAWN WILL WIN. FOOD & BEVERAGE ARE FREE TO TICKET HOLDERS.

Setup Time:	1/23/27 - 10 AM
Event Start Time:	1/23/27 - 6 PM
Event End Time:	1/23/27 - 9:30 PM
Breakdown Time:	1/23/27 - 9:30 - 11:00 AM

*Reminder that room blocks are for 6 hours total.

Anticipated Attendance: 150 - 200

VENDOR INFORMATION

Will your event be serving food?

- ☐ No
- ☒ Yes, food will be prepared: FOOD PREPARED OFF-SITE. SIMILAR TO "TASTE OF THE CITY" EVENTS. SERVED FREE TO EVENT TICKET HOLDERS.
  - ☒ Off-Site
  - ☐ On-Site

If prepared on-site, method used for cooking:

- ☐ N/A
- ☐ Gas
- ☐ Propane
- ☐ Charcoal
- ☐ Fryer
- ☐ Food truck
- ☒ Other, please list: WARMING "OVENS".

*Food vendors require proper licensing & insurance
*Food vendors may require inspection(s), at the cost of the Organizer

Will your event utilize other outside vendors?

- ☐ No
- ☐ Yes, there will be:
  - ☐ DJ, a band, or entertainment
  - ☐ Decorator
  - ☐ Event company
  - ☐ Stage
  - ☐ Inflatable
  - ☒ Other(s): OUR SOUND SYSTEM – LARGE SCREEN – SOME RECORDED MUSIC.

*Applicant must provide a copy of the company's Certificate of Insurance to the City. ✓

BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

- ☐ No
- ☒ Yes
  - Requires Organizer to attend Special Events Review Board meeting
  - Requires a State of Florida alcohol license
  - Requires a BSO special detail officer at the cost of the organizer *(forms available through Special_Details@sheriff.org)*

Will you be charging any fees, selling tickets or vendor space, or requiring donations/purchases for this event?

- ☐ No
- ☐ Yes List items/fees: EVENT TICKETS ARE PRE-SOLD. MAY BE SILENT AUCTION ITEMS AVAILABLE. ANY SALES ARE VOLUNTARY.
  - Requires Organizer to attend Special Events Review Board meeting
  - Requires Commission Approval; please allow up to 60 days for review and approval process

Will a generator be used? (*Building power is available; generators typically used for larger productions)

- [x] **No**
- [ ] **Yes, generator will be:**
  - [ ] **Over 5,000 Watts**
  - [ ] **Under 5,000 Watts**

*Generator over 5,000 Watts require a permit (Building Department)

Promotional & Event Signs/Banners

NONE - LARGE SCREEN & SOUND SYSTEM ONLY

Sign/Banner Size	Location	Description

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: BP

*Request forms available through Special_Details@sheriff.org

Completed Application Packet Checklist

✓	Permit Application completed.
✓	Rental Guidelines initialed.
✓	A map/site plan schematic for event including tables, dance floor, stage, generators, emergency access routes, etc. Must be legible and dimensioned.
✓	Certification of State of Florida not-for-profit status (if applicable).
	Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured. PROVIDED UPON APPROVAL
	Any applicable Certificates of Insurance and/or licensing for vendors. ✓
✓	Signed Hold Harmless Agreement.
	Ballroom fees paid via Civic Rec and online waiver signed. ✓
	Liquor License obtained. PROVIDED UPON APPROVAL
	BSO detail obtained. AS REQUIRED UPON APPROVAL

RENTAL GUIDELINES: INITIAL BY EACH

RAP **1. INDEMNIFICATION:** Permittee is solely responsible and answerable for damages for all accidents or injuries to persons or property resulting from his/her use of facility. Applicant specifically assumes all risks on its own behalf and on behalf of all its invitees and participants and supervisors. By its signature below, Permittee acknowledges that they have carefully viewed the premises and facilities to be used and has made its own judgement that the premises are suitable for their intended use. Permittee does hereby agree to indemnify, defend and hold the City of Deerfield Beach and its employees, officials, and agents harmless from any and all any and all claims, suits, actions, damages or causes of action arising as a result of or during its use of the premises or facilities. Nothing in this agreement shall waive the City's Sovereign Immunity.

RAP 2. **ACCESS:** Rental of a facility reserves access to the kitchen and main room of the building. The lobby is not included in the rental. Limited equipment (such as tables and chairs) are included. Tables and chairs will NOT be transferred between centers for rentals. The list below describes what equipment is included at each facility:

City staff will assist with moving its own equipment (tables and chairs) within the facility upon request from the renter. City staff is not responsible or obligated to assist in moving any of the renter's personal items.

RAP 3. **DAMAGE DEPOSIT:** A damage deposit will be held for all facility reservations. **If facilities and/or equipment are left damaged, dirty or if the building is not vacated by the end time of the permit, applicable fees will be deducted from the damage deposit.** Should incurred fees exceed the amount of the damage deposit, the Permittee will be billed the additional amount. The Permittee will be prohibited from future use of any facility or program should they fail to pay the additional assessed amount.

RAP 4. **NO REFUNDS:** All fees are non-refundable.

RAP 5. **SUBJECT TO CHANGE:** Any person granted the use of the facility must realize that the space and/or meeting time assigned are subject to change by the Parks and Recreation Department at any time. The City reserves the right to cancel or reschedule any event, at any time, at its discretion.

RAP 6. **EQUIPMENT:** Under no circumstances are Permittees allowed to remove chairs, tables, or any other equipment from a facility.

RAP 7. **ALCOHOL & GAMBLING:** No alcoholic beverage consumption or gambling is allowed on City property unless approved through application process at Tigner Community Center.

RAP 8. **AGE:** Permits will be issued only to adults (i.e. 18 years of age or older). If minors participate in the event, the Permittee accepts responsibility to supervise them throughout the time period covered by this permit.

RAP 9. **FACILITY CONDITION:** The facility must be left clean, returned to original condition and vacated by the time designated on the permit; all decorations including tape, etc. must be removed. The use of staples and tacks are prohibited. No decorations are to be attached, adhered, or in away way connected to the ceiling, ceiling tiles, or equipment mounted to the ceiling.

RAP 10. **STAFFING:** A City employee will be scheduled for all indoor rentals. This person will supervise the facility. This person will assess the condition of the facility before and after each rental and confirm that the Permittee followed the rules and regulations. They will advise Parks and Recreation Department supervisory staff regarding the refund of your damage/security deposit.

RAP 11. **PERMIT CHANGES:** Parks and Recreation Department supervisory staff must be notified of any changes pertaining to your facility use permit.

RAP 12. **INSURANCE:** Permittee agrees to purchase such insurance for the event as required by the City and to name the City as additionally insured on said insurance policy. The City may require said insurance to be in place prior to use of premises or facilities.

RAP 13. **PAYMENT:** Full payment of rental fees are due at the time of application.

RAP 14. **LATE CHARGES:** Any rental, which extends beyond normal operating hours, will have additional staff charge added to it.

RAP 15. **ADMISSION:** No tickets are to be sold at the door or any admission charged for your rental/event unless you have obtained written authorization from the Director of Parks and Recreation.

RAP 16. **STYROFOAM BAN:** The use of expanded polystyrene, commonly known as Styrofoam, is prohibited at any City facility, per the City's Municipal code (Sec. 34-170).

RAP 17. **PLASTIC STRAW BAN:** The use of plastic straws will be prohibited in the City of Deerfield Beach beginning April 1, 2019, per the City's Municipal code (Sec. 34-180). Alternatives, such as metal and paper straws are acceptable.

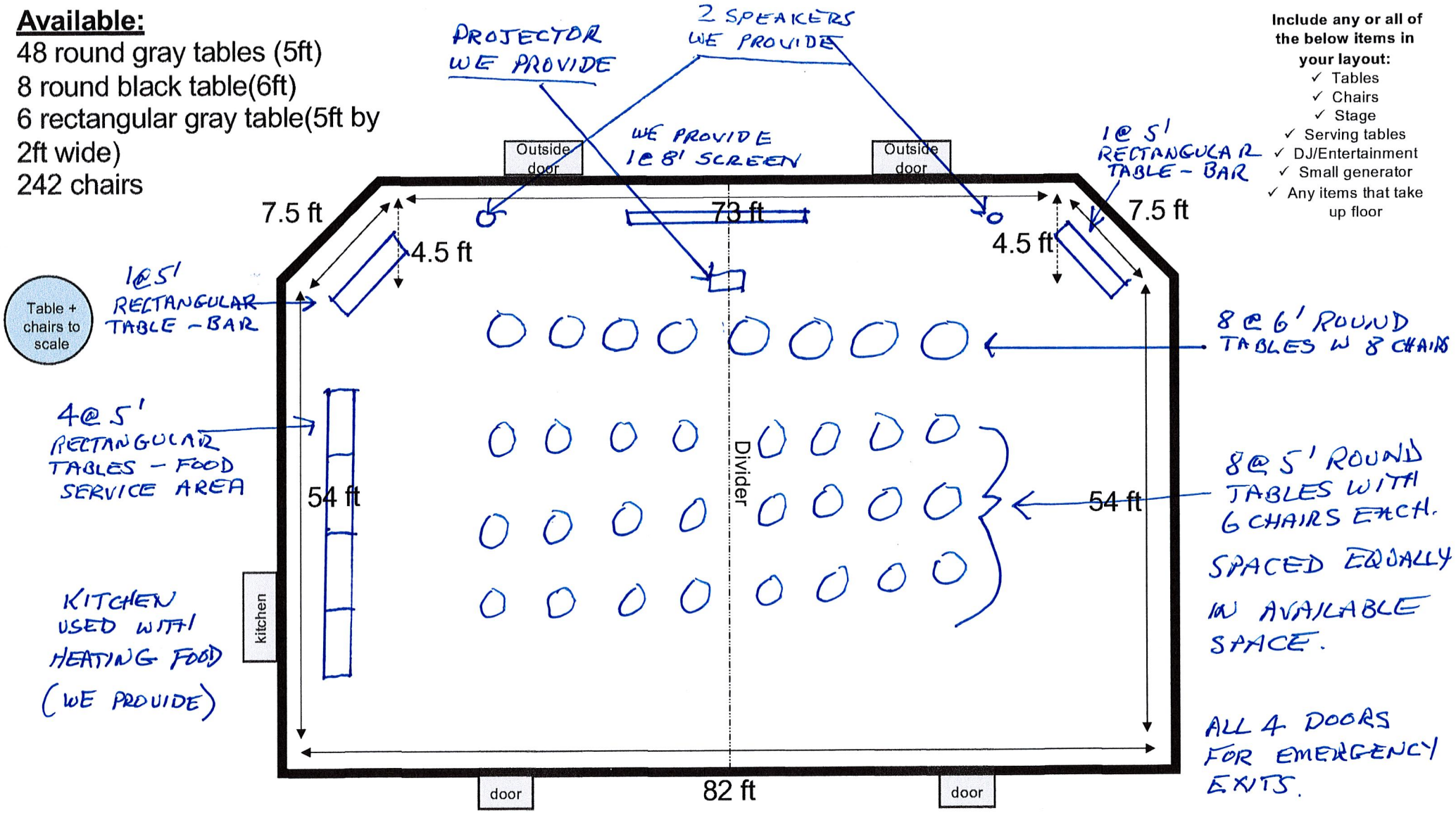
RAP 18. **BROWARD COUNTY EMERGENCY ORDERS.** In accordance with the Broward County Comprehensive Emergency Order (the "BCEO"), the facility can have the greater of (1) up to 50% maximum capacity or (2) 100-person maximum. Permittee and all guests must wear facial coverings in accordance with the BCEO, as amended.

RAP 19. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Permittee agrees to comply with all applicable laws and Orders, including but not limited to the Governor's Executive Orders, the BCEO, as may be amended or superseded, City Emergency Orders, and applicable CDC social distancing guidelines. For purposes of the BCEO, the word "household" refers to a group of persons that are residing together in the same home and not just persons that are of the same family but do not live together. Permittee also agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

RAP 20. **REVOCATION/TERMINATION:** Permittee acknowledges and understands that the permit is limited to the conditions set forth in this agreement and set forth in the permit application and is revocable by the City at any time. In the event of emergency circumstances or in the event the City finds that a threat to the public health or safety is involved or Permittee violates the conditions of this Agreement, including social distancing guidelines, the Permit may be revoked and terminated by the City verbally, effective immediately, followed by prompt written confirmation. Failure to abide by the BCEO in connection with the event will immediately result in the event being suspended by the City and all those in violation of the BCEO will be immediately removed from the premises and may be subject to civil or criminal penalties. Applicant may terminate the Permit upon written notice to the City.

Available:

48 round gray tables (5ft)
8 round black table(6ft)
6 rectangular gray table(5ft by 2ft wide)
242 chairs



Include any or all of the below items in your layout:

- ✓ Tables
- ✓ Chairs
- ✓ Stage
- ✓ Serving tables
- ✓ DJ/Entertainment
- ✓ Small generator
- ✓ Any items that take up floor

1396

KIWANIS CLUB OF DEERFIELD BEACH
CHARITABLE FOUNDATION, INC.
6284 BRANCHWOOD DR.
LAKE WORTH, FL 33467

DATE 7/1/2026 25-80/440

PAY TO THE ORDER OF CITY OF DEERFIELD BEACH $ 200 00

TWO-HUNDRED & XX/100 DOLLARS

Security Features Included. Details on Back

RAYMOND JAMES®

UMB Bank, N.A.
Kansas City, MO

Expense Code:
For Check Verification, Call 1-800-759-9797

FOR SPECIAL EVENTS APPLICATION - FOR TIGNER BALLROOM — 1/23/27

MP

⑈001396⑈ ⑆044000804⑆ 4701166988 18⑈

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 13 2018

KIWANIS CLUB OF DEERFIELD BEACH
CHARITABLE FOUNDATION INC
C/O ROBERT PARTON
1149 HILLSBORO MILE STE 201N
HILLSBORO BEACH, FL 33062

Employer Identification Number:
59-2505837
DLN:
17053024318018
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
September 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 18, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Director, Exempt Organizations
Rulings and Agreements

Letter 947

State of Florida
Department of State

I certify from the records of this office that KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 13, 1985.

The document number of this corporation is N08125.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on March 4, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of March, 2026

Secretary of State

Tracking Number: 5377659733CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/25

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8015684880C-3	07/31/2026	07/31/2031	501(C)(3) ORGANIZATION

This certifies that

KIWANIS CLUB OF DEERFIELD BEACH
CHARITABLE FOUNDATION INC
1149 HILLSBORO MILE APT 201N
HILLSBORO BEACH FL 33062-1677

is exempt from the payment of Florida sales and use tax on transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/25

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases made by your organization. The sale or lease to others of tangible personal property or sleeping accommodations is taxable. Your organization must register to collect and remit sales and use tax on such taxable transactions. **Note**: Churches are exempt from this requirement.

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480. For a written reply to tax questions, email Taxpayer Services at **fdortaxpayerservices@floridarevenue.com**.

DIVISION OF CONSUMER SERVICES
(850) 410-3800

THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER WILTON SIMPSON

August 28, 2025 **Refer To: CH56537**

KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE
FOUNDATION, INC.
6284 BRANCHWOOD DR
LAKE WORTH, FL 33467-7385

RE: KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.
REGISTRATION#: CH56537
EXPIRATION DATE: September 19, 2026 — WILL BE RENEWED PRIOR TO EXPIRATION FOR 2026-2027.

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Keith Steverson
Regulatory Consultant
850-410-3833
Fax: 850-410-3804
E-mail: keith.steverson@fdacs.gov

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-478

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with APT Pathway, LLC d/b/a Pathway Schools to provide a soccer training program at the Oveta McKeithen Recreational Complex Multipurpose Field from September 1, 2026 to May 30, 2027; providing for execution, 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
APT Pathway, LLC has requested authorization to utilize designated areas of the Oveta McKeithen Recreational Complex to operate a youth physical education and soccer training program from September 2026 through May 2027, in accordance with the program schedule provided in Exhibit “B.”

The program will operate Monday through Friday, excluding holidays and days when school is not in session, generally between the hours of 8:00 a.m. and 9:30 a.m. or 10:30 a.m. The program will serve participants between the ages of 8 and 17.

APT Pathway, LLC is requesting use of the Multi-Purpose Front Field and Multi-Purpose Back Field at the Oveta McKeithen Recreational Complex for up to 2.5 hours per day. Participants will engage in structured, age-appropriate physical education activities with an emphasis on soccer-specific training.

APT Pathway, LLC will provide the equipment necessary to conduct its small-sided training activities, including cones, soccer balls, and portable goals. The program has also requested access to the City’s full-size soccer goals to support training activities and gameplay.

APT Pathway, LLC will be assessed a facility usage fee of $100 per day for each two-hour period of field usage, in accordance with the terms of the agreement.

Current Activity
APT Pathway, LLC previously entered into a short-term agreement with the City of Deerfield Beach

for use of the athletic fields at the Oveta McKeithen Recreational Complex to conduct its youth physical education and soccer training program. The short-term agreement has been completed, and in order for APT Pathway, LLC to continue utilizing the City's fields, a long-term agreement is required.

Recommendation

Staff recommends approving the Facility Use Agreement with APT Pathway, LLC.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH APT PATHWAY, LLC D/B/A PATHWAY SCHOOLS TO PROVIDE A SOCCER TRAINING PROGRAM AT THE OVETA MCKEITHEN RECREATIONAL COMPLEX MULTIPURPOSE FIELD FROM SEPTEMBER 1, 2026 TO MAY 30, 2027; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, APT Pathway, LLC d/b/a Pathway Schools ("APT") provides a youth physical education and soccer training program (the "Program"); and

WHEREAS, APT recently entered into a short-term agreement with the City for use of the athletic fields at the Oveta McKeithen Recreational Complex (the "Complex") to conduct its Program, the agreement has ended and APT desires to continue utilizing the City's fields; and

WHEREAS, APT has submitted a Long-Term Permit Application to rent and utilize the multipurpose front and back fields (collectively, the "Fields") at the Complex for the Program from September 1, 2026 through May 30, 2027 (the "Term"), Monday through Friday on specific dates from 8 a.m. to 9:30 a.m. or 10:30 a.m. as further described in the Rental Date Schedule attached and incorporated herein as Exhibit "B" (the "Facility Use"); and

WHEREAS, in accordance with the City's Athletic Facility Use and Sports Policy, the request for a Long Term Permit requires the execution of a facility use agreement prior to issuance of the permit; and

WHEREAS, the City and APT desire to enter into a Facility Use Agreement, attached as Exhibit "1", (the "Agreement") for the Facility Use for the Program during the Term, and APT has agreed to pay the City the required usage fee of $100 for each two hour period of usage of the Fields; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use and approve and authorize execution of the Agreement with APT.

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 Facility Use for APT's Program, subject to the APT's compliance with the terms of the Agreement.

Section 3. The City Commission hereby approves the Facility Use Agreement with APT, attached as Exhibit "1".

Section 4. The City Commission hereby authorizes the City Manager to execute the Facility Use Agreement, 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 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS _____DAY OF _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

FACILITY USE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND APT PATHWAY, LLC D/B/A PATHWAY SCHOOLS

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (the "CITY") and APT Pathway, LLC, a Florida Limited Liability Company d/b/a Pathway Schools ("LICENSEE").

RECITALS

WHEREAS, LICENSEE provides an integrated competitive academic curriculum with a professional soccer development program (the "Program"); and

WHEREAS, the City operates the Oveta McKeithen Recreational Complex (the "Complex") , which includes a certain multipurpose fields; and

WHEREAS, LICENSEE desire to obtain a non-exclusive license to use the designated space within the Complex as determined by the City (the "Permitted Area") for the purpose of conducting LICENSEE's Soccer Program in accordance with the terms and conditions of this Agreement; and

WHEREAS, LICENSEE will pay for use of the Permitted Area based on fees set forth in this Agreement; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE'S Program at the Permitted Area and to provide facility usage to support the Program within the City, subject to the terms and conditions set forth in this Agreement.

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 LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Term. This Agreement shall be effective on September 1, 2026 and shall expire on May 30, 2027 unless terminated earlier as provided herein (the "Term").

Section 3. Compensation. LICENSEE shall pay a security deposit in the amount of $150.00. In addition, LICENSEE shall pay a Facility Use Fee in the amount of $100 per 2 hour usage of the Permitted Area and said payments shall be made on a monthly basis and payments shall be made through the City's CivicRec System. If Licensee is unable to make payments via the CivicRec System then monthly payments are to be sent to: City of Deerfield Beach, Parks and Recreation Department at 445 SW 2nd Street, Deerfield Beach, Fl 33441.

Section 4. Use of Permitted Area and Premises.

a. *General.* The LICENSEE may use and occupy the Permitted Area within the Complex designated by the City to conduct its Program during the term of this Agreement and as set forth in Scope of Services attached as Exhibit "A" and Exhibit "B". All activities conducted

under the Program must be supervised at all times by a representative of LICENSEE. LICENSEE agrees to use its best efforts to achieve a minimum of 30% of the total participation in the Program by residents or students within the City of Deerfield Beach.

LICENSEE agrees to provide all equipment (the "Licensee Equipment") for its Program. All Licensee Equipment placed within the Permitted Area shall remain the property of LICENSEE and LICENSEE shall bear the sole risk of such placement and use of the Equipment, including risk of loss or damage. CITY may make additional space available to LICENSEE, when possible, as determined by the CITY in its sole discretion. LICENSEE shall adhere to all terms set forth in the City's Athletic Facility Use and Sports Policy.

As this Agreement grants LICENSEE a non-exclusive license, LICENSEE acknowledges that the CITY may use the facility for a class, program or function, thereby limiting LICENSEE'S use of the Permitted Area and facility and possibly rendering the facility unavailable to the LICENSEE. CITY will provide reasonable notice to LICENSEE of its need to utilize the facility and/or Permitted Area. LICENSEE acknowledges that all City-run programs and functions take priority over scheduling of all other outside programming.

b. *Program Dates and Times*: The Program shall be provided on the dates and times set forth in the Scope of Services, attached as Exhibit "A" and Exhibit "B". LICENSEE acknowledges that the Program schedule is based on availability of the Permitted Area. The LICENSEE must attain from the CITY a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing ten (10) business days prior to actual rescheduled classes to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the city facility and that the CITY may not in all cases be able to permit the exclusive use of the facilities at all the times desired by LICENSEE

The LICENSEE agrees that the location, times and offerings of the Program classes and training can be added or changed at the discretion of the CITY as pre-determined with the Parks and Recreation staff.

In the event that LICENSEE desires to have specific Special Events, such as Tournaments, LICENSEE shall coordinate with CITY at least 90 days' prior to the intended Special Event date to determine if such event can be accommodated, Such determination is at the sole discretion of the CITY, and if approved, LICENSEE shall pay a per participant fee and admissions fees for those attending the event or a flat fee as determined by the City.

c. *List of LICENSEE'S Attendees.* Prior to the commencement of the Program, LICENSEE shall provide the City with a roster of the individuals participating in the Program.

d. *Maintenance of Permitted Area.* LICENSEE agrees to maintain the Permitted Area, the open center grass field area, if used by LICENSEE and its participants, and all personal property placed thereon in accordance with the terms and conditions of this Agreement. LICENSEE covenants that no nuisance or hazardous trade or occupation shall be permitted and nothing shall be kept in or about the Permitted Area or other areas of the facility that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage to the said Permitted Area and/or facility. LICENSEE shall not permit the Permitted Area to be used or occupied in a manner that will violate any laws or regulations.

Immediately after each practice, session, tournament, or approved Special Event, the LICENSEE shall be responsible for cleaning the areas used during the administration of any such activities. LICENSEE further agrees to ensure that all trash will be placed in City receptacles. LICENSEE agrees to a fine of $100 per violation for failure to adhere to this subsection. LICENSEE, at the conclusion of each practice, session, tournament, or Special Event, must restore the site to a condition equal to that existing prior to the class, practice, tournament or Special Event. LICENSEE shall pay all costs for the repair and replacement of City property that is damaged during the Program.

e. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees that it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left within or upon the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of $100 per violation if there is a violation of the aforementioned provision. If there are conditions that occur during the Program that require an adjustment of security deposit returned at the conclusion of the Program. LICENSEE shall pay any overages of fees within ten days of the conclusion of the Program.

f. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Program. If, in the course of LICENSEE'S operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area that may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the City's Criminal Background Check Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

a. LICENSEE shall be required to perform a criminal background check for any officer of LICENSEE or any person employed by or under contract with the LICENSEE, and any LICENSEE representative, or instructor, who is providing the classes for the Program or will be in or on City property, including volunteers assisting LICENSEE, and the results of such background checks shall be provided to the City prior to any employee, instructor or volunteer utilizing the Park or the Permitted for the Program .

b. Employees, Instructors and Volunteers shall be prohibited from participating in the Program at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy; or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.

c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE'S Employees, Instructors and Volunteers. Further, LICENSEE agrees to provide written notice to the City immediately upon LICENSEE'S knowledge of any occurrence that, under the Policy, would disqualify any Officer, Employee, Instructor or Volunteer. The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.

d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the City certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Program Class or Session or utilizing the Permitted Area under this Agreement.

Section 6. Insurance and Indemnification.

a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE'S liability insurance upon execution of this Agreement and prior to any Program training session taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive General Liability	$1,000,000
(2) Property damage	$1,000,000
(3) Automotive liability	$1,000,000
(4) Abuse and Molestation Coverage	$1,000,000
(5) Workers' compensation	Statutory requirements

The general liability and property damage insurance shall, at a minimum, cover the LICENSEE'S trainers, instructors, volunteers, employees, agents and representatives and the participants who are participating in any of the Program activities.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30 days prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE'S insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the Program and activities provided for under this Agreement.

All policies shall be on an occurrence basis rather than a claims-made basis.

b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or any other person authorized by the LICENSEE to participate in the Program.

c. *Indemnification.*

1. In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or

negligence of the LICENSEE, or its officers, agents, instructors, volunteers or employees, or LICENSEE'S use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to 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.

2. *First Aid Treatment Indemnification.* LICENSEE further agrees to indemnify and release the CITY, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement**.**

Section 7. Compliance with Applicable Laws and Policies.

a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses, certifications and permits for conducting its Program activities.

b. *Compliance with Rules and Regulations.* LICENSEE will abide by all Parks and Recreation Department Rules and Regulations, including such regulations set forth by City Ordinance, City Resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of $100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater. In addition, LICENSEE shall comply with the City's Lightning Policy attached as Exhibit "B."

c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent use of the City's Facility and such Programs. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Storage. The storage of materials and equipment belonging to LICENSEE within the Permitted Area and in the City facilities is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE'S items on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE'S storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 9. Termination. This Agreement may be terminated by LICENSEE upon 30 days written notice to the City of such termination in which event LICENSEE shall not be entitled to any additional use of the Permitted Area. LICENSEE shall be liable to CITY for any and all fees due and owing up to the date of termination. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving 30 days' written notice to LICENSEE. If the CITY elects to terminate this Agreement, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damage caused to any City facilities by LICENSEE or those conducting

or participating in the Program.

This Agreement may be terminated by the City for cause if the LICENSEE is in breach of this Agreement and fail to correct the breach within 10 days after written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEE shall immediately cease all activities at the Permitted Area.

Section 10. Audit Rights and Retention of Records. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to the Program. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time. but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE'S and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY'S disallowance and recovery of any payment upon such entry.

Section 11. Coordination of Services. The CITY'S primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 12. City Reservation of Rights. The City reserves the right to order any participant who is deemed by the City, in its discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage, to leave City grounds.

Section 13. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR LICENSEE:

Daniel Villegas
APT Pathway, LLC d/b/a Pathway Schools
701 Fairway Drive
Deerfield Beach, Florida 33441
Email:dv@pathwayschools.us

FOR CITY:	Rodney Brimlow, City Manager 150 NE 2nd Avenue Deerfield Beach, FL 33441
With A Copy to:	Anthony C. Soroka, City Attorney Weiss Serota Helfman Cole & Bierman, PL. 2255 Glades Road, Suite 200-E Boca Raton, FL 33431

Section 14. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the LICENSEE or user under the provisions of this Agreement. LICENSEE'S use of the Permitted Area and City Facility property is in an "as is" condition.

Section 15. Public Records. LICENSEE shall comply with Chapter 119, Florida Statutes, Florida's Public Records Law. Specifically, LICENSEE shall:

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

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 16. **Miscellaneous**.

a. Entire Agreement. The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

b. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

c. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.

d. Governing Law. The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

e. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

f. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

g. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent .

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

i. Assignability. This Agreement is not assignable.

[THIS SPACE LEFT INTENTIONALLY BLANK]

FACILITY USE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND APT PATHWAY, LLC D/B/A PATHWAY SCHOOLS

IN WITNESS WHEREOF, the parties hereto have caused these presents 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 OF DEERFIELD BEACH

By:_____
Rodney Brimlow, City Manager

Date: _____,2026.

Attest: _____
Heather Montemayor, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Deerfield Beach only:

By:_____
Anthony C. Soroka, City Attorney

LICENSEE

By:_____
Signature

Print Name: _____

Title: _____

Date: _____, 2026.

Witnesses:

_____
Signature

Print Name: _____

Witnesses:

_____
Signature

Print Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

LICENSEE shall administer the Program within the Permitted Area in accordance with all applicable laws, policies, rules and regulations. LICENSEE's use of the Permitted Areas shall not exceed the hours set forth below during the term of the Agreement.

The Program shall consist of the following:

- Program Dates: Specified dates from September 2026 through May 2027, as delineated on the attached Exhibit "B".
- Days of Operation: Monday thru Friday (excluding holiday/no school days)
- Program Hours: 8:00 AM – 9:30 AM or 10:30 AM
- Participant Age Range: Ages 8 to 17
- Facility & Field Usage (Permitted Areas):
    - Multi-Purpose Front Field:
        - Two (2.5) hours per day of field use
        - Location: Oveta McKeithen Recreational Complex
    - Multi-Purpose Back Field:
        - Two (2.5) hours per day of field use
        - Location: Oveta McKeithen Recreational Complex
        -
- Physical Education / Field Activities:
    - Students will participate in structured, age-appropriate and soccer-specific training.
    - The program will provide all necessary equipment for small-sided activities, including cones, soccer balls, and portable goals. The program also requests access to the City's full-size soccer goals to support training and gameplay.

Special Events: Special Events such as Tournaments and Events outside the normal Program Sessions shall be held pursuant to Paragraph 4 b. of the Agreement. LICENSEE shall pay the required Fees, and other Costs as determined by the City.

EXHIBIT “B”
OVETA MCKEITHEN FIELD RENTAL DATES FOR APT PATHWAY PROGRAM

SEE ATTACHED SCHEDULE

Wednesday, October 7th | 8:00am - 10:30am
Thursday, October 8th | 8:00am - 10:30am
Friday, October 9th | 8:00am - 9:30am
Monday, October 12th | 8:00am - 10:30am
Tuesday, October 13th | 8:00am - 10:30am
Wednesday, October 14th | 8:00am - 10:30am
Thursday, October 15th | 8:00am - 10:30am
Friday, October 16th | 8:00am - 9:30am
Monday, October 19th | 8:00am - 10:30am
Tuesday, October 20th | 8:00am - 10:30am
Wednesday, October 21st | 8:00am - 10:30am
Thursday, October 22nd | 8:00am - 10:30am
Friday, October 23rd | 8:00am - 9:30am
Monday, October 26th | 8:00am - 10:30am
Tuesday, October 27th | 8:00am - 10:30am
Wednesday, October 28th | 8:00am - 10:30am
Thursday, October 29th | 8:00am - 10:30am
Friday, October 30th | 8:00am - 9:30am
49 Hours

November 2026
Monday, November 2nd | 8:00am - 10:30am
Tuesday, November 3rd | 8:00am - 10:30am
Wednesday, November 4th | 8:00am - 10:30am
Thursday, November 5th | 8:00am - 10:30am
Friday, November 6th | 8:00am - 9:30am
Monday, November 9th | 8:00am - 10:30am
Tuesday, November 10th | 8:00am - 10:30am
Thursday, November 12th | 8:00am - 10:30am
Friday, November 13th | 8:00am - 9:30am
Monday, November 16th | 8:00am - 10:30am
Tuesday, November 17th | 8:00am - 10:30am
Wednesday, November 18th | 8:00am - 10:30am
Thursday, November 19th | 8:00am - 10:30am
Friday, November 20th | 8:00am - 10:00am
Monday, November 30th | 8:00am - 10:30am
35 Hours

December 2026
Tuesday, December 1st | 8:00am - 10:30am
Wednesday, December 2nd | 8:00am - 10:30am
Thursday, December 3rd | 8:00am - 10:30am
Friday, December 4th | 8:00am - 9:30am
Monday, December 7th | 8:00am - 10:30am
Tuesday, December 8th | 8:00am - 10:30am
Wednesday, December 9th | 8:00am - 10:30am
Thursday, December 10th | 8:00am - 10:30am
Friday, December 11th | 8:00am - 10:00am
21 Hours

January 2027
Monday, January 4th | 8:00am - 10:30am
Tuesday, January 5th | 8:00am - 10:30am
Wednesday, January 6th | 8:00am - 10:30am
Thursday, January 7th | 8:00am - 10:30am
Friday, January 8th | 8:00am - 9:30am
Monday, January 11th | 8:00am - 10:30am
Tuesday, January 12th | 8:00am - 10:30am
Wednesday, January 13th | 8:00am - 10:30am
Thursday, January 14th | 8:00am - 10:30am
Tuesday, January 19th | 8:00am - 10:30am
Wednesday, January 20th | 8:00am - 10:30am
Thursday, January 21st | 8:00am - 10:30am
Friday, January 22nd | 8:00am - 9:30am
Monday, January 25th | 8:00am - 10:30am
Tuesday, January 26th | 8:00am - 10:30am
Wednesday, January 27th | 8:00am - 10:30am
Thursday, January 28th | 8:00am - 10:30am
Friday, January 29th | 8:00am - 9:30am
42 Hours

February 2027
Monday, February 1st | 8:00am - 10:30am
Tuesday, February 2nd | 8:00am - 10:30am
Wednesday, February 3rd | 8:00am - 10:30am
Thursday, February 4th | 8:00am - 10:30am
Friday, February 5th | 8:00am - 9:30am
Monday, February 8th | 8:00am - 10:30am
Tuesday, February 9th | 8:00am - 10:30am
Wednesday, February 10th | 8:00am - 10:30am
Thursday, February 11th | 8:00am - 10:30am
Tuesday, February 16th | 8:00am - 10:30am
Wednesday, February 17th | 8:00am - 10:30am
Thursday, February 18th | 8:00am - 10:30am
Friday, February 19th | 8:00am - 9:30am
Monday, February 22nd | 8:00am - 10:30am
Tuesday, February 23rd | 8:00am - 10:30am
Wednesday, February 24th | 8:00am - 10:30am
Thursday, February 25th | 8:00am - 10:30am
Friday, February 26th | 8:00am - 9:30am
42 Hours

March 2027
Monday, March 1st | 8:00am - 10:30am
Tuesday, March 2nd | 8:00am - 10:30am
Wednesday, March 3rd | 8:00am - 10:30am
Thursday, March 4th | 8:00am - 10:30am
Friday, March 5th | 8:00am - 9:30am
Monday, March 8th | 8:00am - 10:30am
Tuesday, March 9th | 8:00am - 10:30am
Wednesday, March 10th | 8:00am - 10:30am

Thursday, March 11th | 8:00am - 10:30am
Friday, March 12th | 8:00am - 9:30am
Monday, March 15th | 8:00am - 10:30am
Tuesday, March 16th | 8:00am - 10:30am
Wednesday, March 17th | 8:00am - 10:30am
Thursday, March 18th | 8:00am - 10:30am
Friday, March 19th | 8:00am - 10:00am
35 Hours

April 2027
Monday, April 5th | 8:00am - 10:30am
Tuesday, April 6th | 8:00am - 10:30am
Wednesday, April 7th | 8:00am - 10:30am
Thursday, April 8th | 8:00am - 10:30am
Friday, April 9th | 8:00am - 9:30am
Monday, April 12th | 8:00am - 10:30am
Tuesday, April 13th | 8:00am - 10:30am
Wednesday, April 14th | 8:00am - 10:30am
Thursday, April 15th | 8:00am - 10:30am
Friday, April 16th | 8:00am - 9:30am
Monday, April 19th | 8:00am - 10:30am
Tuesday, April 20th | 8:00am - 10:30am
Wednesday, April 21st | 8:00am - 10:30am
Thursday, April 22nd | 8:00am - 10:30am
Friday, April 23rd | 8:00am - 9:30am
Monday, April 26th | 8:00am - 10:30am
Tuesday, April 27th | 8:00am - 10:30am
Wednesday, April 28th | 8:00am - 10:30am
Thursday, April 29th | 8:00am - 10:30am
Friday, April 30th | 8:00am - 9:30am
44 Hours

May 2027
Monday, May 3rd | 8:00am - 10:30am
Tuesday, May 4th | 8:00am - 10:30am
Wednesday, May 5th | 8:00am - 10:30am
Thursday, May 6th | 8:00am - 10:30am
Friday, May 7th | 8:00am - 9:30am
Monday, May 10th | 8:00am - 10:30am
Tuesday, May 11th | 8:00am - 10:30am
Wednesday, May 12th | 8:00am - 10:30am
Thursday, May 13th | 8:00am - 10:30am
Friday, May 14th | 8:00am - 9:30am
Monday, May 24th | 8:00am - 10:30am
Tuesday, May 25th | 8:00am - 10:30am
Wednesday, May 26th | 8:00am - 10:30am
Thursday, May 27th | 8:00am - 10:30am
Friday, May 28th | 8:00am - 10:00am
35 Hours

City of Deerfield Beach Parks & Recreation

150 NE 2nd Ave., Deerfield Beach, FL 33441

954-480-4424 ● www.dfb.city

blamar@deerfield-beach.com

Athletic Facility Use Long-Term Permit Application

All long-term permit applications must be submitted a minimum of 60 days prior and a maximum of 120 days prior to the first requested field use. Once a permit has been approved, you will receive a copy of the approved permit, confirming your reservation along with the facility rental reservations. You must bring a copy of your approved permit with you on the day of your function. ***The requested facility use shall be subject to the attached 1) Fee Schedule, 2) Athletic Facility Use & Sports Policy, and 3) execution of a Facility Use Agreement.***

Applicant's Contact Information

Individual/Organization "Applicant" Name: APT Pathway LLC d/b/a Pathway Schools

Contact: Daniel Villegas Address: 401 Fairway Dr, Deerfield Beach, FL 33441

Email Address: dv@pathwayschools.us

Home Phone: 305-905-4399 Cell Phone: 305-905-4399

☑ Resident ☐ Non-Resident

Requested Facility (please see exact facility on reverse side): Oveta McKeithan Recreational Complex

Event Date(s): Sept. - May Monday-Friday (based on school year calendar attached)

Start Time (including set-up): 7:45am End Time (including clean-up): 9:45am

Purpose/Reason for Use: Soccer Training

Number of People Expected: 75 Fee (refer to fee schedule): _____

Applicant's Waiver & Release

The Applicant shall indemnify, defend, and hold the City, including City's officers, agents, and employees (collectively, the "City"), harmless against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) and causes of action of any kind or nature whatsoever, arising from the acts, omissions, or negligence of the Applicant or its officers, agents, or employees, volunteers or invitees, or the Applicant's use and occupancy of the City facilities, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any such suit or action. Failure to comply with this obligation to indemnify the City shall result in the revocation of this Permit and may result in denial of future use of City facilities.

By signing below, I acknowledge and agree that:
I HAVE CAREFULLY READ THIS APPLICATION AND ATTACHED ATHLETIC FACILITY USE AND SPORTS POLICY AND FULLY UNDERSTAND THEIR CONTENTS AND AGREE TO THE TERMS CONTAINED THEREIN. To the extent I am submitting this Application on behalf of an organization, I represent and affirm I have the authority to execute this Application and bind the organization to the aforementioned terms.

Applicant's Signature: _____ Date: 06/30/26

Required Information – Must be completed

Will you be bringing/installing any tents? ☐ Y ☑ N If yes, how many? _____
Will you be bringing a grill? ☐ Y ☑ N If yes, how many? _____
Any large equipment (example: bounce houses, etc.)? No.
Will you be requesting field lining? ☐ Y ☑ N If yes, what sport? _____
Will you be requesting field lighting? ☐ Y ☑ N If yes, how many hours? _____

Constitution Park

- ☐ Tennis Courts: # ____ Requested
- ☐ Basketball Court

Middle School Athletic Complex

- ☐ Multi-Purpose Field
- ☐ Track
- ☐ Baseball Field #1
- ☐ Baseball Field #2
- ☐ Baseball Field #3
- ☐ Baseball Field #4

Quiet Waters Athletic Park

- ☐ Multiple Purpose Field
- ☐ Baseball Field

Ecidar Park

- ☐ Tennis Courts: # ____ Requested

Crystal Heights Park (South)

- ☐ Sand Volleyball Court

Mayo Howard Park

- ☐ Sand Volleyball Court

Oveta McKeithen Recreational Complex

- ☒ Multi-Purpose Front Field
- ☑ Multi-Purpose Back Field
- ☐ Basketball Courts: # ____ Requested
- ☐ Gymnasium
- ☐ Baseball Field #1
- ☐ Baseball Field #2
- ☐ Baseball Field #3

Pioneer Park

- ☐ Tennis Courts: #____ Requested
- ☐ Baseball Field
- ☐ T-Ball Field

Public Beach

- ☐ Volleyball Courts: # ____ Requested

Johnie McKeithen Park

- ☐ Sand Volleyball Court

Villages of Hillsboro Park

- ☐ Tennis Courts: # ____ Requested
- ☐ Basketball Courts: # ____ Requested
- ☐ Sand Volleyball Court

City of Deerfield Beach Athletic Facility Use Fee Schedule

	Resident	Non-Resident
Football/Soccer/Rugby/Lacrosse (2 hours, no lights)	$100	$200
Football/Soccer/Rugby/Lacrosse (2 hours, lights)	$150	$300
Baseball/Softball/Basketball (2 hours, no lights)	$50	$100
Baseball/Softball/~~Basketball~~ (2 hours, lights)	$100	$200
Sand Volleyball	$25	$35
Gymnasium*	$125/hour	$225/hour
* Security Deposit Required: $150		
Field Lining		
Baseball/Softball Per Lining	$40	
Football, Soccer, Rubgy, Lacrosse Per Lining	$200	
Special Events		
Payment submitted with permit Permits are obtained through the Community Events & Outreach Division		

CITY OF DEERFIELD BEACH
ATHLETIC FACILITY USE AND SPORTS POLICY

Deerfield Beach
Florida

January 14, 2020

Deerfield Beach
Florida

CITY OF DEERFIELD BEACH
ATHLETIC FACILITY USE AND SPORTS POLICY

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EXHIBIT C- COACH'S AGREEMENT

EXHIBIT D-FEE SCHEDULE

The City Commission of the City of Deerfield Beach adopts this Athletic Facility Use and Sports

Policy ("Policy") to govern and regulate the use of the City sports and athletic facilities identified in Exhibit "A". The purpose of this Policy is to establish guidelines and procedures for the administration of all sports and athletic activities conducted by individuals or organizations within the City utilizing the specified City Facilities.

I. DEFINITIONS.

A. *Activity.* Any sports or recreation activities conducted by individuals or organizations within the City utilizing a Facility.

B. *BOD.* The Board of Directors of a Sports Organization.

C. *BSO.* The Broward Sheriff's Office.

D. *City.* The City of Deerfield Beach, Florida.

E. *City Conducted Program.* Athletic, sports and recreation Programs or Activities organized, supervised and administered by the Department.

F. *City Co-sponsored.* Programs or Activities that have received City funds or free Facility usage from the City.

G. *City Recognized Program.* A sports program run by a Sports Organization that is approved by the City Commission to be the sole organization or program to deliver Activities for a specified sport utilizing City Facilities.

H. *Department.* The City's Parks and Recreation Department.

I. *Director.* The Director of the Department or the Director's designee.

J. *Facility.* The City's sports and athletic facilities identified in Exhibit "A" (collectively, the "Facilities").

K. *Facility Use Agreement.* The Agreement, in a form approved by the City Attorney, that is required to be executed by an individual, organization or Sports Organization prior to Facility Usage that sets forth the terms and conditions for Facility usage.

L. *Fee Schedule.* The schedule of fees approved by Resolution of the City Commission that sets forth the applicable fees for use of the Facilities.

M. *Liaison.* The officer appointed by a Sports Organization to act as the liaison with the Department and be responsible for all communications between the Sports Organization and the City.

N. *Long Term Permit.* A permit authorizing Facility usage by an individual or organization for ten or more days in any 12-month period.

O. *Permit.* A facility use permit approved and issued by the City granting the exclusive right of use of a Facility for the time period and under the conditions specified in the approved Permit.

P. *Permitted Use.* An Activity or Program that is authorized by a Permit and complies with this Policy, applicable law and any written Permit conditions issued by the City.

Q. *Permittee.* The Applicant that submitted and received an approved Permit from the City.

R. *Program List.* The list of Sports Organizations and programs, attached as Exhibit "B", which are recognized by the City as the sole organization or program to deliver Activities for the specified sport at City Facilities.

S. *Registration.* The process used by Sports Organizations for registering participants for their respective sport or recreation Activity or Program.

T. *Short Term Permit.* A permit authorizing Facility usage by an individual or organization for less than ten days in any 12-month period.

U. *Sports Organization.* A non-profit entity or organization that provides Activities for a particular sport and meets the requirements under Section VII of this Policy.

V. *Volunteer.* A Board member, employee, coach, agent, or any other volunteer of a Sports Organization who may utilize a Facility and have direct contact with youth sports participants.

II. APPLICATION AND ENFORCEMENT. This Policy applies to all sports and recreation Activities by residents, non-residents and organizations. The Department Director shall administer and enforce this Policy, in consultation with the City Manager and the City Attorney.

III. FACILITY USE PERMIT REQUIREMENTS

A. *Application for Facility Use Permit.*

A Facility Use Permit ("Permit") is a document issued by the City granting the exclusive right of use of a Facility for the time period specified in the approved Permit. Exclusive use of one or more City Facilities may only be effectuated by applying for and receiving a Permit from the City. Any group, Sports Organization or individual must secure a Permit prior to use of a Facility if they wish to have an exclusive use of the Facility. All City Sports Organizations must apply for a Permit for their respective Activities. An applicant shall complete and submit the applicable facility use permit application to the Director. If the Permit is approved, the use of the requested Facility shall be reserved to the applicant ("Permittee") and the Permittee's group members, invited guests or Sports Organization, as applicable.

B. *Permit Types*

(1) Long Term Permit: A request for Facility usage by an individual or organization for ten or more days in any 12-month period (a "Long Term Program") is subject to a Long Term Permit. The individual or groups requesting the Long Term Program shall complete and submit a Long Term Facility Use Permit Application Form approved by the City. If the Department approves and issues the Long Term Permit, the requested Long Term Program shall be permitted subject to compliance with this Policy, applicable law and any written Permit conditions issued by the City.

Completed Long Term Permit applications must be submitted to the City not less than 60 days prior to the first requested use and not more than 120 days prior to the first requested use. An application for a Long Term Permit by a City Recognized Sports Organization must be made a minimum of thirty (30) days prior to intended use of a Facility or Facilities. Long Term Permit requests and any requests seeking a Facility fee waiver or funds from the City must be approved by the City Commission. Execution of a Facility Use Agreement is required prior to issuance of a Long Term Permit.

(2) Short Term Permits: A request for Facility usage by an individual or organization for less than ten days in any 12-month period (a "Short Term Activity") is subject to a Short Term Permit. The individual or groups requesting the Short Term Activity shall complete and submit the Short Term Facility Use Permit Application Form approved by the City. Individuals and organizations are prohibited from submitting multiple applications for Short Terms Permits for affiliated or related Activities for the purpose of evading the requirement to obtain a Long Term Permit. If the Department approves and issues the Short Term Permit, the requested Short Term Activity shall be permitted subject to compliance with this Policy, applicable law and any written Permit conditions issued by the City.

Completed Short Term Permit applications must be submitted to the City not less than 30 days prior to the first requested use and not more than 90 days prior to the first requested use, except for applications for sanctioned tournaments, which are subject to availability and review and approval by the Director. Short Term Permit requests that seek a Facility fee waiver or funds from the City shall require City Commission approval. Certain Short Term Activities may also require a Special Event Permit. See Chapter 2, Article XI "Special Events" of the City Code (available at municode.com) for more information on Special Event Permit requirements.

C. *Priority Classifications.*

The issuance of permits for Activities and the availability of Facilities for Activities shall be based on the priority classification order and guidelines in this Section. Permit applications from Applicants within the same classification and Permit Category shall be considered based on a first-come, first serve basis.

Class A: *City Use. City Conducted Program.*
The City shall have first priority for use of City Facilities, including for City conducted programs or activities, and reserves the right to cancel or reschedule any permits for use of the Facilities at the City's discretion.

Class B: *City Co-sponsored and Recognized Programs or Activities.*
City Co-sponsored Programs or Activities shall require an executed Facility Use Agreement. A Special Event Permit may also be required depending upon the nature of the requested program or activity.
(1) City co-sponsored programs, including those operated by a Sports Organization, have priority within this class for use of the Facilities.
(2) City Recognized Programs that are not otherwise co-sponsored or funded by the City have second priority within this class.

Class C: *Sports Organizations; Other Not-For-Profit Group Programs and Activities.*
Sports Organization and other not-for-profit group Activities and Programs that are not City conducted, sponsored or funded shall be given access to Facilities based on this class, Facility availability and the order of precedence below.
(1) Groups that qualify as a Sports Organization under this Policy shall be given priority within this class.

(2) Other not-for-profit group Activities and Programs, including those operated by an individual or 501(c)(3) non-profit organization, have second priority within this class.

Within subcategory (1) or (2) of this class, the order of precedence is as follows:

a. Long Term Program – Payment of Facility Fees
b. Long Term Program - Non-profit seeking Facility Fee Waiver
c. Short Term Activities - Payment of Facility Fees
d. Short Term Activities - Non-profit seeking Facility Fee Waiver

Class D: *Educational Institutions.* The City recognizes the role local schools play in child development. Use of a Facility by an educational institution requires an agreement with the City that is approved by the City Commission. Sports activities and programs administered or sponsored by public or private schools located within the City may use the Facilities in accordance with this Policy. Private educational institutions are permitted access to Facilities based on this class provided they pay the applicable Facility usage fees or agree to provide reciprocal facility use to the City.

Class E: *Individual Use* - Citizens of the community at large may rent an available Facility on an hourly basis at rates set forth in the Fee Schedule. Reservations for use of a Facility will be received and acted upon on a first come, first use priority basis. Any individual may rent a Facility for personal use in this category when there is no admission fee or other cost to an attendee or participant. A Facility Use Permit is required for such use.

Class F: *For-Profit Programs/Private Lessons/Instruction for Profit* – For-profit group Activities and Programs at available Facilities require a Facility Use Permit and full payment of the applicable fees set forth in the Fee Schedule. Individuals or businesses may conduct individual or group lessons and instruction at a Facility and are permitted access to Facilities based on this class. A Facility Use Agreement and/or Private Instructor Agreement, in a form approved by the City Attorney, is required prior to such use. The individual or business shall comply with all of the contractual requirements in the Facility Use Agreement in order to maintain the ability to continue to use a City Facility for such purpose.

Class G: *Private Commercial Use.*
Corporations may rent the fields on a space available basis at rates set forth in Fee Schedule. A Facility Use Permit is required prior to such use.

D. *Facility Use Permit Fees.*

(1) *Fee Schedule.* The City Commission has approved a Fee Schedule for use of the Facilities. Unless the City Commission grants a fee waiver or approves a contract with a different fee structure, the Permittee shall pay for all use of the Facilities based on the Fee Schedule, as amended from time to time.

(2) *For Profit Groups and Instructors.* Pursuant to Section 50-101(b) of the City Code, when the City by contract with an independent for profit group or instructor agrees that such group or instructor may use Facilities to conduct special classes or activities where the fee for the activity is paid directly to the group or instructor, then the group or the instructor shall pay a portion of the fee to the City as set forth within the contract.

E. *Damage Deposit for Facility Usage required.*

A minimum damage deposit shall be required from all groups and Permittees utilizing any of the City Facilities for Activities. The damage deposit shall be paid prior to utilizing any Facilities.

F. *General Facility Use Regulations*

(1) Facility athletic fields for games and practices must be scheduled in advance by obtaining a Facility Use Permit from the City. A person securing a permit must be 21 years of age or older.

(2) All Facility field lights will be turned on or off at the discretion of the Director.

(3) Notwithstanding the issuance of a permit, Facility athletic fields may be closed during and after inclement weather in accordance with public safety and field maintenance considerations, at the discretion of the Director or appropriate Department staff on duty. The City reserves the right to close Facilities or portions of Facilities for maintenance, safety or other reasons approved by the Director.

(4) The Director may revoke a Permit at any time for the Permittee's failure to follow any City policies, guidelines or procedures or applicable state or local law. The Director may, in the Director's discretion, revoke the permit of a Permittee responsible for any activities deemed to present a safety hazard or are inappropriate to the location or capacity of a Facility or are inconsistent with their approved Permit.

(5) Notwithstanding the issuance of a permit, the City reserves the right to make adjustments to the assignment of Facilities by providing reasonable notice to the Permittee based on the circumstances.

(6) No person shall expose or offer for sale any article or thing, nor shall any person station or place any stand, cart or vehicle for the transportation, sale or display of any such article or merchandise within the limits of any park. Exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the City and providing foods, goods or services for the benefit of the public. Any advertising or publicity posted or announced in or on a Facility must be approved in advance by the Director, which approval is in the sole discretion of the Director.

(7) Each group desiring the use of Facilities shall delegate one person who shall assume full responsibility for the use of the Facilities by such group and shall identify such person in the Facility Use Permit application. Written notice shall be provided to the City at least five business days in advance of a proposed change of the responsible person.

(8) No consumption of alcoholic beverages or open containers of alcoholic beverages shall be permitted in any Facility.

(9) Gambling, profanity and/or disorderly conduct are prohibited in all City Facilities and City property and shall not be tolerated. Any person who commits such prohibited acts may be automatically denied future Facility usage privileges.

(10) In addition to compliance with applicable law and this Policy, all organizations and persons utilizing City Facilities shall adhere to any additional rules and regulations posted at the subject Facility.

G. *Liability, assumption of risk, hold harmless.*

Liability for bodily injury, personal injury and property damage is assumed by the individual, participating organization or group utilizing the a Facility, and the acceptance of a Facility Use Permit is the acknowledgement of the assumption of such risk and liability and is also the agreement of such organization or group to hold the city harmless for such injury, claims or damage, unless otherwise specified in writing.

H. *Insurance.*

Evidence of compliance with the insurance requirements set forth in this Policy, including (if applicable) a copy of a Certificate of Insurance naming the City of Deerfield Beach as "additional insured", is required to be provided to the City prior to Facility usage.

IV. CITY CONDUCTED PROGRAMS

A. *City conducted program.* The City, through the Department, organizes, supervises and administers certain athletic, sports and recreation programs (a "City Conducted Program"). The City Conducted Programs offered will be determined by the Director based on the needs of the community and Facility availability. City Conducted Programs may include, but are not limited to, adult softball leagues, coed softball leagues, adult basketball leagues, youth basketball leagues, adult volleyball leagues, coed volleyball leagues, fall baseball leagues, T-ball baseball leagues, girls' softball leagues, and athletic tournaments.

B. *Entry Fees.* An entry fee shall be charged for all City Conducted Programs, where applicable, and may vary due to different cost factors in each program. The entry fee shall be established by the Department and shall be charged to cover the program expenses, including but

not limited to the use of equipment and payment to officials. All entry fees shall be deposited into a special City account established for City Conducted Programs.

C. *Waiver of Permit Fees.* The fee for the facility use permit shall be waived for all City Conducted Programs.

V. CITY RECOGNIZED PROGRAMS

A. *City Recognized Program; Categories.* The City will recognize no more than one Sports Organization for each particular sport to deliver services for that sport utilizing City Facilities. The City shall not permit the use of any Facility by anyone that is attempting to provide an organized service, activity or program for a sport that has an existing City Recognized Program. Each Sports Organization shall promote the teaching of sport fundamentals, good sportsmanship and fair play in order to foster an enjoyable experience for all participants. If a Sports Organization seeks to be recognized for more than one sport, the Sports Organization shall complete an application for each sport.

B. *Program List.* The Sports Organizations and programs that are recognized by the City as the sole program to deliver Activities for the specified sport on City Facilities are set forth in the City Recognized Sports Program list, attached Exhibit "B" (the "Program List"). Upon City Commission approval of a Resolution approving a new Recognized Sports Program, the Program List shall automatically be revised and updated to include the newly Recognized Sports Program.

C. *New sports program or activity request.* Usage of City Facilities is subject to availability and the terms of this Policy. An Applicant for any sport where the City does not have a City Conducted or Recognized Program may request to become a Recognized Program pursuant to the following procedure:

(1) Proposal Submission. Complete and submit a Facility Use Permit application to the Director, together with a written proposal that includes sufficient detail to identify the requested Facilities, the dates and time frames requested, the individual(s) and organizations responsible for the proposed Facility usage and a narrative with an operating plan for the proposed program or activity.

(2) Director Review and Recommendation. Upon receipt of a complete application and proposal submission, and the Director determining the Facilities can accommodate the proposed new Program or Activity, the Director shall request the item be placed on the next reasonably available City Commission meeting agenda (for City Commission vote). In the event the City receives multiple applications for the same sport, the City reserves the right to initiate a formal Request for Proposals process to make the selection, which shall ultimately require approval by the City Commission.

(3) Compliance with City Policies. The Director shall make the final determination if the Program or organization satisfies the terms of applicable City policies, including this Policy, before the Applicant is permitted to use City Facilities.

D. *City Reservation of Rights; Suspension of Usage.* The City, through the City Manager, reserves the right to withdraw recognition of a City Recognized Program or Sports Organization and withdraw the right to use City Facilities if the City determines, after affording the subject Program or Organization the opportunity to meet with the Director and receipt of a recommendation from the Director, that the City Recognized Program or Activity is not in conformity with this Policy (including, but not limited to, failure to comply with applicable law, failure to provide required documentation upon City request, or providing fraudulent and/or misleading information). If recognition is withdrawn, the City shall have the right to recognize such other Programs or Activities seeking to deliver the services for that sport in compliance with this Policy. The Director shall have the right to immediately suspend the use of Facilities by any individual or Organization if the Director determines that the health, safety and/or welfare of City residents or users of City Facilities requires such suspension. The City shall not be responsible for any financial loss as a result of the City's exercise of its right to withdraw recognition of a City Recognized Program or to withdraw authorization to use City Facilities.

E. *Funding Requests.* Requests for funding from the City are subject to the completion of the City's Athletic Program Supplemental Funding Application and submission of the required supporting documentation to the City. All supplemental funding requests are subject to funding availability and City Commission approval at a publicly noticed Commission Meeting.

VI. REQUIREMENTS FOR SPORTS ORGANIZATIONS

A. *Minimum Requirements.* In addition to the requirements for obtaining a Facility Use Permit, Recognized Sports Organizations shall meet the following minimum requirements:

(1) *Not for Profit Status.* The organizations shall be organized as a Florida Not for Profit Corporation registered with the State of Florida.

(2) *Board of Directors.* The organization shall elect a board of directors ("BOD") consisting of at least 4 Directors. At least 50% of the BOD shall be residents of the City. The BOD shall then elect the following officers: a President, at least one Vice President, a Secretary and a Treasurer. The term of office for members of the BOD shall be one year. At the end of the term, new elections will take place. There is no limit to the number of terms that an officer may serve. Notice of such election shall be given to the board members, all program participants and the Director at least 30 days prior to the election. The results of each election shall be given to the Director within a reasonable time following the election but not more than seven calendar days following the election. The notice with the election results shall include a contact list of all elected BOD members, including name, title, physical address, e-mail address, and phone number.

(3) *Bylaws.* Each Sports Organizations shall be required to have written bylaws that were duly adopted to govern the organization. The Bylaws shall not conflict with the ability to comply with the applicable terms of this Policy. Each Sports Organization shall be required to deliver a copy of its Bylaws to the Director prior to or at the time of submission of a Permit application.

(4) *Meetings of the Sports Organization Boards.* Recognized Programs shall make their best efforts to hold at least one organizational board meeting per month while the sports organization is engaged in in-season play or an otherwise active part of the Program or activity, and at least quarterly during the off-season. Notice of the meetings and access to the meetings shall be provided to all participants (and their respective guardian) in the respective Program. Minutes of each meeting shall be taken and shall be made available to the City within five (5) business days of the City's request for such minutes.

(5) *City Liaison.* Each Sports Organization shall appoint one officer to act as the Liaison with the Department. All communications between the Sports Organization and the City shall be between the Liaison and the Director.

(6) *Fund Receipt and Expenditure*. All funds received and spent by each Sports Organization shall be recorded and accounted for. The Treasurer of each Sports Organization shall present a financial statement to its BOD at each meeting of the Sports Organization. Each Sports Organization shall furnish a copy of its financial statement and copies of their Form 990s to the City within ten (10) business days of the City's request for such information.

(7) *Registration; Resident participation.* Each Sports Organization shall establish registration dates for registering participants for their respective sport. The dates must be advertised sufficiently in advance of the Registration to give the public notice of the Registration. Registration must be open to the public and held at a publicly accessible location. If City Facilities are requested for Registration, the Liaison shall communicate with the Director sufficiently in advance so that the City may provide a public space to hold the Registration if available. A Recognized Sports Organization shall consist of at least 50% of participants as residents.

(8) *Season Scheduling*. Each Sports Organization is responsible for submitting all required applications and documents prior to the scheduling of the season. Each Sports Organization shall submit game and practice schedules and team rosters, including coaches, managers and players, to the Director a minimum of three (3) weeks prior to the start of the season. Any amendments to the original schedule must be submitted in writing at least five business days prior to the rescheduled practices, meetings, games or events. The City may not in all cases be able to permit the exclusive use of the park at all times requested. The City will coordinate the practice and game dates with each of the Sports Organizations. The City may schedule a meeting of representatives from each Sports Organization to set specific dates and Facility assignments for their respective seasons, including any requested post season requirements.

(9) *Facility Use Agreement.* Each Sports Organization shall execute and deliver to the Director an executed Facility Use Agreement prior to utilizing City Facilities. Execution of a Facility Use Agreement is a condition to the City's issuance of a Facility Use Permit to a Sports Organization.

(10) *Coaches and Officials.* Each Sports Organization must establish guidelines and criteria for the selection of coaches and officials for athletic teams. Prior to the first official game of each season of each Program, the Sports Organization shall provide the City with (i) copies of the certifications required by their respective leagues for each individual that will be providing coaching services, or (ii) a certified letter by the league President stating the names of the league's certified volunteers. Each Sports Organization shall require all coaches to obtain a Coach's Badge from the City. All coaches must have the Coach's Badge on them at all times and must provide the Badge to any City employee upon request. Failure to display the Coach's Badge may result in removal. Each coach must sign the required Coach's Agreement, attached as Exhibit "C". Each Sports Organization shall conduct meetings, clinics, and seminars to train coaches in each respective sport and shall strive to attract quality sports officials through in-house training or by contracting with outside qualified organizations.

(11) *Proof of Insurance.* Prior to being granted to being granted a Permit to use a Facility, a Sports Organization shall submit to the City a certificate of liability insurance coverage documenting compliance with the City's applicable insurance requirements.

(12) *Priority of player attendance.* When the schedules of Sports Organizations overlap, players shall be expected to attend games as opposed to another Sports Organization's practices and playoff games shall take precedence over regular season games.

(13) *Special needs.* Each Sports Organization must use their best efforts to provide a program comprised of and for the benefit of children with special needs, unless that program is offered by a separate special needs sports organization.

(14) *Anti-bulling/Anti-Steroid Information.* Each Sports Organization must include anti-bullying information and anti-drug information (including anti-steroid information) to each youth participant as part of their participant Registration process.

(15) *Child participation.* It is the City's goal that each child shall be given the opportunity to participate in as many sports as they choose. Accordingly, each Sports Organization shall refrain from taking any action that would prevent a child from such participation where possible.

B. *Facility Assignments*

The City will assign each Sports Organization to a Facility or Facilities for each Sports Organization's Programs and Activities based on the City's Permit process and the priority classifications in this Policy. The right to assign or change the assignment of a Facility or Facilities shall be the sole right of the City.

C. *Facility Maintenance, Storage, Damage, and Cleanup.*

(1) *Maintenance of Facilities.* Sports Organizations are precluded from performing any maintenance work on any Facility. The City, at anytime, and in its sole discretion may cancel, postpone, or delay any Sports Organization event due to inclement weather or any other factors, which may affect the safety of the athletic participants. The City maintains a field condition hotline, 954-480-4424 which is a phone number that Sports Organizations and the general public may call to ascertain the availability of a Facility for use. The Hotline may play a current recorded message indicating whether Facilities are opened or closed for use. Any Facility will be immediately closed in the event that lightning detection alarms are sounded, and, in such event, the participants and spectators of any Sports Organization and/or the general public shall immediately and safely seek shelter. The striping of Facility fields by the City will only be performed by the City for City approved games, not for practice.

(2) *Storage at Facilities.* Storage of equipment belonging to the Sports Organization on Facility grounds, including inside or outside of structures, is strictly prohibited, except with prior written approval by the Director. If storage space is requested, the City will determine the availability of storage space for the given Sports Organization based on the location of the field usage. Should storage space be available, the City will select the dedicated storage location for the given equipment if available and will notify the Sports Organization of the specified location. All stored items are subject to the approval of the Director. Only the Liaison will be granted access by the City to the assigned storage location. The Liaison must communicate with the Department as to when access is needed to enable the City to assign staff to open the storage facility as requested.

As a condition of using approved storage space, the Sports Organization shall agree to be solely responsible for their items stored on City property and shall indemnify and hold the City harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from the Sports Organization's storage of any equipment or materials on any City property.

(3) *Vending.* The City may, in the City's sole discretion, authorize a Sports Organization to be the sole authorized vendor for food and beverages in a Facility, or a portion of a Facility, during the Sports Organization's authorized activities at such Facility.

(4) *Damage to Facilities; Alcohol and Drug Prohibition.* The Facilities are community focal points that the City wishes to maintain in pristine conditions. Sports Organizations shall agree not to take any action that would cause damage to the applicable Facility, including but not limited to damage to landscaping or foliage. Sports Organizations shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area and their failure to do so may result in restrictions on future Facility use or Permit revocation. If there are conditions that occur during Facility usage that require an adjustment of security deposit, the Sports Organization shall pay any overages of fees within ten (10) days of the written notice by the City and replenish the required security deposit for future use.

(5) *Cleanup of Facilities.* Immediately after each Facility usage, the Sports Organization shall be responsible for cleaning all fields and Facility areas used during the administration of any field usage, including, but not limited to cleaning all fields, recreational buildings, dugouts, bleachers, fence lines, and playground areas. The Sports Organization shall not cause any litter or debris to be left on their Permitted Area and shall ensure that all trash is placed in City receptacles The Sports Organization agrees to a fine of $100 per violation for failure to adhere to this subsection. A representative of the City may inspect and document the condition of the Permitted Area the day of or the day after the field usage, and may take photographs of the Permitted Area. The Sports Organization at the conclusion of the field usage, must restore the site to a condition equal to that existing on the day prior to the usage. The Sports Organization shall pay all costs for the repair and replacement of City property that arises from the Facility usage. Failure to pay for all repair and replacement costs or to pay any applicable fines may result in the Sports Organization no longer being allowed to utilize the Permitted Area(s) until full payment is received by the City.

(D) *Participant Registration and Fees.*

(1) *Written registration fee structure.* Each Sports Organization shall be responsible for establishing registration fees for participants and shall provide their written fee structure to the City prior to use of a City Facility. If requested by the City, each Sports Organization shall supply a written justification for the Registration fee and the manner in which the fees shall be utilized.

(2) *Proof of residency.* All participants shall provide two (2) proofs of residency to each Sports Organization prior to being permitted to participate in any practice and/or game. Acceptable forms of identification include a driver's license, utility bill, phone bill, voter's registration card or cable bill. Each Sports Organization shall be required to maintain records of such proof of residency and shall provide such documentation to the City upon request.

VII. INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. *Minimum coverage – Youth Participation.* Prior to the use of any Facilities, any Permittee with any youth participating in their Program or Activity shall provide the CITY with a copy of organization's liability insurance coverage documentation evidencing compliance with this Section prior to use of any Facilities.

(1) The Sports Organization shall maintain no less than the following amounts of insurance:

Comprehensive general liability	$1,000,000
Property damage	$1,000,000
Automotive liability	$1,000,000
Worker's compensation	statutory requirement

(2) The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

(3) Each policy shall name the City, and the Broward Sheriff's Office, as an additional insured and the Sports Organization shall deliver to the City a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the City will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the City from the Sports Organization insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

(4) The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the City, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the Sports Organization, its agents, servants, or employees, or through the mere existence of the project under contract.

(5) All policies shall be on an occurrence basis rather than a claims-made basis.

(6) The City reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of the Permittee.

B. *Insurance requirements – No youth participation.* Where there is no youth participation in the Program or Activity, the individual or organizing group shall comply with the requirements of this Section, except that City administration may approve lower minimum insurance limits based on the risks involved provided that minimum requirements shall not go below the following minimum limits:

(1) General liability, bodily injury and property damage on an occurrence basis of $100,000.00, with an aggregate of $200,000.00; or

(2) General liability, bodily injury and property damage combined (CSL) limit of $200,000.00 with a personal injury aggregate of $200,000.00.

C. *Liability Waivers.* In lieu of the insurance required above, the City may, in the City's sole discretion, permit the use of individual participant waiver of liability forms when in the City's opinion the activity poses only a minor risk factor. These waivers shall provide for the participants' and instructors' waiver and shall release the City from any liability for any personal injury or property damage occurring in participating in the activity. The waiver will require the authorized signature of the instructor (if not a city employee), the participant, or a parent of the participant or legal guardian of the participant if the participant is a minor, and a witness. Further, as a condition of Permit issuance, the City may require all participants in a Program or Activity to sign liability waivers, in a form approved by the City, holding the City harmless from any liabilities or claims that arise from their participation in a Program or Activity utilizing City Facilities.

D. *Indemnification.* In addition to the insurance to be provided and prior to the use of any Facilities, the Sports Organization shall agree in writing to indemnify, defend and hold the City, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the Sports Organization, or its officers, agents, or employees, volunteers or invitees, or the Sports Organization's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against City in any such suit or action. Failure to comply with this obligation to indemnify the City (and its officers, agents and employees) shall result in the revocation of the subject Permit and may result in denial of future use of Facilities.

E. *Responsibility for officials, Volunteers, subcontractors, agents and invitees.* The Sports Organization shall agree to be responsible to the City for the acts and omissions of any subcontractor(s) or person(s) employed by the Sports Organization or Volunteers or any other person authorized or otherwise invited by the Sports Organization to participate in the Program.

VIII. LAW ENFORCEMENT IN CITY FACILITIES

A. *Compliance with laws.* Any person or organization utilizing a City Facility must comply with all applicable state and local law, including the City Code of Ordinances. If a person is in violation of applicable law, they may be subject to removal by any uniformed law officer.

B. *Deputies for Athletic Events.* Applications will be reviewed by the Director, in consultation with BSO, to determine whether and how much law enforcement staffing is required for a proposed Activity. Unless otherwise provided in an applicable Facility Use Agreement, the Permittee shall provide and pay for the number of deputies specified by the City for the Permittee's Activities. The Permittee must request and pay for the required number of deputies through BSO and must comply with any additional applicable BSO policies and applicable league bylaws.

IX. MANDATORY CRIMINAL BACKGROUNDS CHECKS

A. *Compliance with City Policy Required.* The Sports Organization shall comply with the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

(1) The Sports Organization shall be required to perform a Level II background check on all of the Sports Organization's Volunteers and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City Facility for youth sports. The Sports Organization shall be responsible for the payment of the required background checks unless otherwise agreed upon by the City.

(2) Level II Background checks for all Volunteers shall be conducted on an annual basis for all Volunteers. Volunteers shall be prohibited from participating in youth sports at any City Facilities or in any of the Youth Programs within the City in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.

(3) The Sports Organization shall acknowledge that the Sports Organization has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to the Sports Organization's Volunteers. Further, the Sports Organization agrees to provide written notice to the City immediately upon the Sports Organization's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate field usage authorization upon written notice to the Sports Organization if the Sports Organization fails to abide by the Policy.

B. *Affidavit.* The Sports Organization shall be required to submit an affidavit on a form provided by or approved by the City certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the Director prior to conducting any youth sports activity under this Agreement.

C. *Badges.* Any Volunteer that completes the Level II background check and satisfies the background requirements shall be issued a Badge by the City. The Badge simply signifies that the Volunteer has completed the required background check. The Badge does not serve to create any employer/employee or other contractual relationship between the City and the Volunteer and the Sports Organization shall remain fully responsible for the Volunteers that they permit to participate.

X. FOR-PROFIT PROGRAM PERMIT

A. *Permit Requirement.* All for-profit Programs, Activities, tournaments, showcases, and/or clinics must be approved through a permit application process through the Department.

B. *City Recognized Programs-Additional Costs to Participants.* Programs, tournaments, showcases, and/or clinics that a City Recognized Program wishes to conduct outside of its regularly scheduled season or programming for an additional cost to participants are subject to the requirements in the Section.

C. *Permit Conditions.* Applications for permits for for-profit Programs, Activities, tournaments, showcases, and/or clinics shall be subject to the following additional conditions and requirements:

1. A Facility Use Agreement, in a form approved by the City Attorney, must be executed by the Provider and provided to the City.

2. For-profit programs and activities utilizing any City Facility shall be subject to payment of a portion of the revenue to the City in accordance with the Fee Schedule.

3. All organizations seeking to host a for-profit program, tournament, showcase, and/or clinic may need to apply for a Special Event Permit and shall remit all applicable fees to the City.

4. All coaches and applicable individuals shall comply with the City's Background Check Policy as provided in Section 50-80 of the City Code and this Policy.

5. Proper insurance, with the City listed as additional insured, must be secured and proof of the required insurance shall be provided to the City prior to any Facility use.

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EXHIBIT "A"
SPORTS AND ATHLETIC FACILITIES

CITY OF DEERFIELD BEACH
ATHLETIC FACILITY USE AND SPORTS POLICY

The City owns and maintains the following Facilities that may be available for Sports Programs and Activities:

(1) Constitution Park Recreation Center, 2841 W. Hillsboro Blvd.
   a. Tennis Court
   b. Basketball Court
(2) Middle School Athletic Complex, 501SE 6th Avenue
(3) Oveta McKeithen Recreational Complex, 445 SW 2nd Street
   a. Baseball Fields
   b. Multipurpose Field
   c. Basketball Courts
   d. Gymnasium
(4) Pioneer Park, 222 NE 2nd Avenue
(5) Quiet Waters Athletic Park, 4150 W Hillsboro Boulevard
(6) Public Beach
   a. Sand Volleyball Courts
(7) Ecidar Park, 1901 SW 15th St.
   a. Tennis Courts
(8) Crystal Height Park (South), 1459 SW 28th Ave.
   a. Sand Volleyball Court
(9) Johnie McKeithen Park, 629 N Deerfield Ave.
   a. Sand Volleyball Court
(10) Mayo Howard Park, 1131 FAU Research Park Blvd.
   a. Sand Volleyball Court
(11) Villages of Hillsboro Park, 4111 NW 6th St.
   a. Tennis Courts
   b. Basketball Courts
   c. Sand Volleyball Courts

EXHIBIT "B"
CITY RECOGNIZED SPORTS PROGRAMS

SPORT	RECOGNIZED PROGRAM
1. RECREATION BASEBALL/SOFTBALL February – July September - December	Deerfield Beach Little League & City Parks & Recreation
2. TRAVEL BASEBALL Year Round	
3. RECREATION BASKETBALL December – March	City Parks & Recreation
4. TACKLE FOOTBALL June – December	DPR Youth Enrichment Association for Academics & Athletics, Inc.
5. FLAG FOOTBALL August – November	City Parks & Recreation
6. RECREATION SOCCER October – February	City Parks & Recreation
7. TRAVEL SOCCER Year Round	
8. TRAVEL LACROSSE Year Round	
9. TRAVEL BASEKETBALL Year Round	
10. SPECIAL NEEDS SPORTS Year Round	City Parks & Recreation
11. ADULT SOFTBALL BALL Year Round	City Parks & Recreation
12. RECREATION SOFTBALL October – January	City Parks & Recreation

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-486

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Highland Products Group, LLC d/b/a The Park Catalog, an authorized distributor of National Recreation Systems, Inc. products, for the purchase and installation of bleachers at the Oveta McKeithen Recreational Complex, utilizing the terms of Sourcewell Contract No. 081523-NRS in an amount not to exceed $44,330.00; providing for execution and an effective date. *(Funds from Account #100-700-720-7400-000-57400-503550 - Centennial Celebration)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $44,330
Account Name: CENTENNIAL CELEBRATION
Account Number: 100-700-720-7400-000-57400-503550

Background/History
The City of Deerfield Beach Parks and Recreation Department is seeking to purchase two sets of new bleachers, including installation, for the Oveta McKeithen Recreational Complex. The new bleachers will replace the existing bleachers at the park and provide updated seating for participants and spectators utilizing the facility.

The purchase and installation will be completed utilizing the terms of Sourcewell Contract No. 081523, in the total amount of $44,330.00. Use of the Sourcewell cooperative purchasing contract allows the City to obtain the equipment and installation services through a competitively solicited contract. In addition to the Sourcewell contract pricing, Highland Products Group is providing the City with an additional $7,474.00 discount on the bleachers purchase, resulting in further cost savings to the City.

The replacement of the bleachers will enhance the facility by providing safe, updated, and functional seating to support athletic programs, recreational activities, and events held at the Oveta McKeithen

Recreational Complex.

Recommendation
Staff recommends that the City Commission approve the issuance of a Purchase Order to Highland Products Group, LLC dba The Park Catalog for the purchase and installation of the bleachers, utilizing the terms and pricing of Sourcewell Contract No. 081523.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO HIGHLAND PRODUCTS GROUP, LLC D/B/A THE PARK CATALOG, AN AUTHORIZED DISTRIBUTOR OF NATIONAL RECREATION SYSTEMS, INC. PRODUCTS, FOR THE PURCHASE AND INSTALLATION OF BLEACHERS AT THE OVETA MCKEITHEN RECREATIONAL COMPLEX, UTILIZING THE TERMS OF SOURCEWELL CONTRACT NO. 081523-NRS IN AN AMOUNT NOT TO EXCEED $44,330.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Parks and Recreation desires to purchase two sets of new bleachers for the Oveta McKeithen Recreational Complex, including installation services for the bleachers (the "Project"); and

WHEREAS, the new bleachers will be replace the existing bleachers at the Complex and will provide updated seating for participants and spectators utilizing the facility; and

WHEREAS, Section 38-116(3)(b)10–11 of the City Code provides authority for the City to acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the written quotations method where the desired non-real property, goods, or services are the subject of a competitively procured contract with other state or local governmental entities within the United States or with associations affiliated with state and/or local governmental entities or departments or where the City participates in joint procurement of non-real property, goods, or services with other public entities; and

WHEREAS, staff recommends use of the terms of the competitively procured Sourcewell Contract No. 081523-NRS/RFP No. 081253 (the "Sourcewell Contract") with National Recreation Systems, Inc. ("NRS") for the purchase and installation of two sets of bleachers from Highland Products Group, LLC d/b/a The Park Catalog ("Highland"), NRS's authorized distributor under the Sourcewell Contract documents, in an amount not to exceed $44,330.00; and

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

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to Highland for the Project, utilizing the terms of the Sourcewell Contract in an amount not to exceed $44,330.00.

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 issuance of a Purchase Order to Highland for the Project in an amount not to exceed $44,330.00. The City Manager is authorized to execute the Purchase Order.

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 _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

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Sourcewell

Solicitation Number: RFP #081523

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and National Recreation Systems, Inc., 1300-D Airport North Office Park, Fort Wayne, IN 46825 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Event Seating and Staging Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	National Recreation Systems, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Farson FB02145B261B468...
By: _____	By: _____
Jeremy Schwartz	David Farson
Title: Chief Procurement Officer	Title: Director of Sales, National Recreation Systems
Date: 10/5/2023 | 7:23 AM CDT	Date: 10/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by: Chad Coauette 48BAF71B0894454...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/5/2023 | 9:48 AM CDT

RFP 081523 - Event Seating and Staging Solutions with Related Accessories and Services

Vendor Details

Company Name:	National Recreation Systems
Address:	1300-D Airport North Office Park Fort Wayne, IN 46825
Contact:	David Farson
Email:	dfarson@bleachers.net
Phone:	260-205-0929
Fax:	260-205-0929
HST#:	35-1773241

Submission Details

Created On:	Thursday August 10, 2023 09:57:05
Submitted On:	Tuesday August 15, 2023 15:32:40
Submitted By:	David Farson
Email:	dfarson@bleachers.net
Transaction #:	75e3bc32-caa2-49db-8a83-9e1356c90590
Submitter's IP Address:	165.225.60.233

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	National Recreation Systems, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	1300-D Airport North Office Park, Fort Wayne, IN 46825	*
6	Proposer website address (or addresses):	www.bleachers.net	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Farson, Director of Sales, National Recreation Systems 1300-D Airport North Office Park, Fort Wayne, IN 46825 david.farson@bleachers.net Cell: 260-205-0929	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Farson, Director of Sales, National Recreation Systems 1300-D Airport North Office Park, Fort Wayne, IN 46825 david.farson@bleachers.net Mobile: 260-205-0929 Office: 1-888-568-9064 Ext.2233	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nic Niebel, General Manager, National Recreation Systems 1300-D Airport North Office Park, Fort Wayne, IN 46825 nic.niebel@bleachers.net Mobile: 260-633-1932 Office: 1-888-568-9064	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	
10	Provide a detailed description of the products, and services that you are offering in your proposal.	National Recreation Systems will include the following products and services in the Sourcewell proposal. TIP N ROLL BLEACHERS: 2 Row Tip n Roll Standard or Preferred models in lengths of 7'-6", 9', 12', 15', 21', 24'. Custom lengths available on request. 3 Row Tip n Roll Standard or Preferred models in lengths of 7'-6", 9', 12', 15', 21', 24'. Custom lengths available on request. 3 Row Low Rise Tip n Roll Standard or Preferred models in lengths of in lengths of 7'-6", 12', 15'. Custom lengths available on request. 4 Row Low Rise Tip n Roll Standard or Preferred models in lengths of 7'-6", 12', 15'. Custom lengths available on request. NATIONAL SERIES BLEACHERS - ALUMINUM FRAMES WITHOUT GUARDRAIL (NOT REQUIRED)	

3 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

NATIONAL SERIES BLEACHERS - ALUMINUM FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

8 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

10 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

NATIONAL SERIES BLEACHERS - GALVANIZED STEEL FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

8 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

10 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

DEDICATED ADA BLEACHER SERIES ALUMMINUM FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

8 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

10 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

DEDICATED ADA BLEACHEER SERIES GALAVANIZED STEEL FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

8 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

10 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

SUPERIOR SEAT SERIES BLEACHERS.

Seats with backs for more comfort, closed deck system for easier maintenance, 14" rise per row for superior sight lines, 36" run for additional leg room, aisle with center handrail for easier access to upper rows.

Available in 4 and 8 row models in lengths of 19'-6", 25'-6", and 31'-6". Custom lengths available on request.

TRANSPORTABLE BLEACHERS

Designed to fit the rigors of movement. Purchase with transport kit which includes wheels, jack, and tongue and assembly for towing. Available in standard, preferred, or deluxe aluminum or steel angle frame models with chain link or vertical picket guardrails in lengths of 15', 21', and 24'. Custom lengths available on request.

ALUMINUM PLAYERS BENCHES WITH ALUMINUM LEGS.

Standard model portable benches with and without backrests in lengths of 6', 8', 12', 15', 21', 24'. Custom lengths available on request

ALUMINUM PLAYERS BENCHES WITH GALVANIZED STEEL LEGS.

Standard model portable benches with and without backrests in lengths of 6', 8', 12', 15', 21', 24'. Custom lengths available on request

ALUMINUM SCORERS TABLES.

Standard model in lengths of 6', 7'-6", 8'. Custom lengths available on request.

ALUMINUM PICNIC TABLES WITH GALVANIZED STEEL UNDERSTRUCTURE.

Standard models in lengths of 6', 8', and 10'. Custom lengths available upon request.

ADA standard models available in 6', 8', 9', and 10'. Custom lengths available upon request.

ALUMINUM PICNIC TABLES WITH ALUMINUM LEGS

ADA standard models available in 6', 8', 9', and 10'. Custom lengths

		available upon request. NRS CUSTOM DESIGNED SITE SPECIFIC BLEACHERS AND GRANDSTANDS Bleacher and Grandstand custom designed, engineered to order product specific to your site, that is stamped by an engineer for your specific state to the International Building Code and ICC 300-2017 Standard for Bleachers, Folding and Telescoping Seating, and Grandstands. CUSTOM MODULAR PRESS BOXES AND PRESSBOX UNDERSTRUCTURES Custom engineered modular press boxes designed, engineered to order product specific to your site, designed, engineered to order product specific to your site, that is stamped by an engineer for your specific state to the International Building Code and ICC 300-2017 Standard for Bleachers, Folding and Telescoping Seating, and Grandstands. Includes obtainment of state approvals for press box placement and management of DOT transportation permits for wide load transportation of press box from manufacturer to site. NATIONAL RECREATION SYSTEMS BLEACHER RENOVATIONS Inspection, consultation, pricing and installation on existing customer Bleacher and Grandstand structures. Custom designed solutions and product to renovate existing bleachers to current code compliance including ADA, and the International Building Code and ICC 300-2017 Standard for Bleachers, Folding and Telescoping Seating, and Grandstands.	
11	What levels of service (material only, turnkey, other) are being proposed?	NRS offers materials and installation on our completed products line. Installation does not include site work or concrete work. Site work and concrete work is handled by our dealer network, or by the purchaser through their own local contractors.	*
12	Does the response include installation services?	Yes, the NRS response includes installation services.	*
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	Please refer to lines 14, 15, and 16 for details.	
14	How does the Participating Entity select an installer?	NRS utilizes authorized installation crews nationwide and the installer is typically determined based on proximity to the project location. In most cases, the installer is regional though NRS also has installation crews that will travel longer distances to meet customer needs and deadlines.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	NRS only utilizes installation crews that licensed to do work in the jurisdiction. Each crew is highly experienced with our product and have 7 days a week access to our Engineering and Project Management teams for further training and installation guidance.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Participating entities would submit a Purchase Order to NRS for installation services.	*

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages;	(•) Yes ( ) No	
18	Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;	(•) Yes ( ) No	
19	Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in Line 17 above; and,	(•) Yes ( ) No	
20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	(•) Yes ( ) No	NRS does not provide rental equipment. However, custom designed accessory solutions may be provided.

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our pricing is an additional 1% off of list better than the 6% discount offered. Volume pricing can apply and additional 1% to 3% additional discount to the 7% discount for a max discount of 10% on projects 301K plus.

Table 4: Pricing and Delivery

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

Line Item	Question	Response *	

22	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The NRS proposal utilizes line-item pricing for our standard bleacher, bench, and picnic table product lines. We provide list MSRP prices in the form of an NRS published list price. The Sourcewell members discount is 7% off of the published list price document. Additional volume discount pricing is provided: - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3% The NRS proposal also includes line-item custom model numbers with list MSRP pricing. The Sourcewell members discount is 7% off of our custom list price document. Custom models are engineered to order products that have been purchased on previous projects in the last five years. NRS has identified custom models from past projects and prices these models every year. The advantage of purchasing a custom model for the Sourcewell member custom site-specific project is expedited lead times as the custom model has already been produced in the past and the necessary bill of materials, production plan, and supporting documents have been completed. Additional volume discount pricing is provided: - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3% The line-item pricing supplied in our proposal may not cover every possible site-specific custom design as projects can present unique specific site requirements such as building codes, wind loads, seismic conditions, and other custom design considerations. NRS provides a list MRSP price on these site-specific engineered to order products and the Sourcewell member 7% discount off of list price applies. Volume pricing also applies.	*
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	For catalog models and pre-engineered large scale models, a price list has been uploaded with non-prevailing wage install pricing included. Prevailing Wage rates will be based on state and county regulated rates combined with the site requirements. All installs require an additional $3,000 trip charge to cover travel and equipment expenses, this is applied to all installs regardless of the quantity of units.	
24	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NRS offers Sourcewell members 7% discount off of list price documents provided in our standard bleachers, benches, and picnic table price list, custom model number price list, and site-specific engineered to order products. Additional volume discount pricing is provided: - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3%	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	NRS offers Sourcewell members 7% discount off of list price documents provided in our standard bleachers, benches, and picnic table price list, custom model number price list, and site-specific engineered to order products. Additional volume discount pricing is provided: - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3%	*
26	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	The NRS approach to non-standard source product is to obtain multiple quotes from trusted quality vendors to secure the best price. NRS will quote non-standard sourced products at cost plus 20%. These items will be provided as a line item on the quotation.	*
27	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	NRS provides all elements of our pricing on our quotations. Renovations of existing structures to bring them up to building codes and ADA may require an NRS site visit. The site visit is included in the turn-key cost NRS provides for renovation. Additional design for portions of the project not directly associated with our product (i.e foundation design, scans of concrete foundations to determine fastening points, etc.) will be quoted with utilizing the cost plus 20% non-standard pricing model. Additional outside engineering services when required will be quoted utilizing the cost plus 20% non-standard model.	*

28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	NRS works with a trusted freight transportation management company to obtain freight quotes on all LTL and truck load shipments. The transportation management company utilizes quality shipping companies that specialize in moving NRS oversized products to provide the best freight solution for the Sourcewell member. Our large volume of freight ensures NRS receives competitive freight rates. Freight rates are provided as a separate line item on NRS quotations. Size and quantity appropriate items ship via FedEx.	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NRS works with our transportation management company to coordinate deliveries in the mainland US and Canada only. Our Alaska and Hawaii dealers are well versed in shipping materials shipped to offshore locations and handle the logistics and pricing from a continental US destination.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery of large projects to sites within the continental US where the installation teams meet and offload the freight are shipped via dedicated flatbed trailers. This door-to-door delivery facilitates more predictable delivery times. NRS project coordinators work with customers prior to shipment to confirm installation schedule, shipping time, and site readiness prior to shipping. Our installation team is in contact with the driver so that the installer is on site for offloading of product. LTL shipments for smaller standard product may cross dock through multiple terminals and may be stages in the box truck in a position that has multiple delivery points which can delay the delivery. Therefore, it is recommended that the customer is able to receive, off load and properly store the NRS product prior to scheduling installation.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
31	Describe your payment terms and accepted payment methods.	National Recreation Systems terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, NRS reserves the right to negotiate any additional terms and conditions proposed by the buyer.	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	NRS does not currently offer an educational or governmental financing program. However, NRS is open to developing a partnership with a qualified financing programs that offers educational and municipal financing programs. NCL Government Capitol or other Sourcewell financing member are of particular interest to NRS.	*
33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sourcewell members work directly with the NRS authorized dealer network or directly with the NRS inside sales team to establish the best bleacher or other NRS product solution to the members spectator seating needs. Design, pricing, specifications, and other supporting documents are established and provided to the Sourcewell member. NRS terms and the Sourcewell purchase options outlining the benefits of utilizing the Sourcewell contract are provided. The purchase order is received indicating the Sourcewell contract number and member ID. NRS provides an NRS order form to the Authorized dealer or is completed directly by our inside sales team to properly capture required Sourcewell contract order details. The NRS order processing team enters the purchase order details into the NRS Microsoft Dynamics operating system indicating the order is a Sourcewell contract order. Our operating system allows us to track and report all shipment details on the Sourcewell contract. Any missing criteria (model number, delivery contact information, quantity, etc.) is requested before order is placed into production. NRS communicates a sales order acknowledgement to the Sourcewell member. The sales order acknowledgement includes verification of Sourcewell contract order along with estimated ship date, pricing, terms, and other information related to the order. NRS will provide timely reports as required by the Sourcewell contract in the manner Sourcewell requires. Sourcewell contract orders will be processed by NRS directly through our inside sales team or through the NRS authorized dealer representative. NRS expects to process most of the Sourcewell contract orders unless the customer has a preference to process the order through our dealer.	*
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	NRS is open to accept P-card procurement cards. An additional fee of 3% for purchases over $10,000 will be applied when a P-card is utilized.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The NRS auditing process insures 100% compliance to the Sourcewell contract requirements. The audit reviews the following: 1. All orders purchased under the Sourcewell contract contain the current Sourcewell contract number and the Sourcewell member's number on the purchase order. 2. The NRS dealer or direct NRS inside sales team member completes an incoming order form and includes copy of the current NRS direct inside sales team or NRS Authorized dealer quotation. 3. The NRS Inside Sales Supervisor verifies the price quotation and confirms the information complies with the Sourcewell contract required including pricing, discount, etc. 4. Upon review that the order information is correct, the order is entered into the NRS Microsoft Dynamics operating system. The operating system provides the order, shipping, invoicing and other purchase order details providing all tracking and reporting information to track and generate required reports. 5. A sales order acknowledgement is generated and communicated to the Sourcewell member detailing confirmation that the order is a Sourcewell contract order along with purchase order number, member number, projected delivery date, pricing, terms, model numbers and quantities, etc. 6. Reports are generated through the NRS Microsoft Dynamics operating system on a quarterly basis as required by the Sourcewell contract. All reports will be submitted on time and complete. 7. Copies of invoices, quotations, and other pertinent information is available upon request.	*
36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	NRS will be tracking the following metrics to measure our success with the program: 1. Number of quotations requested, and dollar volume quoted on a monthly, quarterly, and yearly basis for current and year over year quoting growth metrics. 2. Number of orders placed, and dollar volume of orders placed on a monthly, quarterly, and yearly basis for current and year over year sales growth metrics. 3. Dealer participation and completion of NRS training regarding the benefits to the customer base in utilizing the Sourcewell contract. 4. Sales numbers by month, quarter year, by dealer in Sourcewell contract purchase orders with year over year growth objectives. 5. Monthly review of Sourcewell member projects for on time shipment, customer service response to issues such as damaged freight, missing parts, etc. to ensure that all customer service issues have been responded to and resolved to the Sourcewell member's satisfaction.	*
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NRS proposes a 2% administrative fee to be made payable to Sourcewell as a portion of the NRS product sales price and installation services (if provided). The 2% will be applied to the full contract amount less taxes, engineering, site work or concrete work by others, and freight. The 2% administration fee is to be made payable to Sourcewell quarterly on all sales secured during the reporting quarter. Quarterly sales will be reported to Sourcewell within five days of the close of the quarter. Note that the 2% administrative fee is a cost to NRS and is not identified in any documentation, except for internal accounting documents.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	

38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Recreation Systems, Inc. (NRS), A PlayCore Company, has been manufacturing outdoor aluminum seating since 1988. Now, with over 35 years in the industry and over 250 dealers nationwide, NRS has provided aluminum angle frame bleachers, aluminum angle frame grandstands, aluminum player benches, and aluminum picnic tables in sport venues, entertainment venues and outdoor spaces in schools, municipalities, parks, fairgrounds and other recreation based venues throughout the United States, Canada, Mexico and a number of other countries including Korea, Panama, Guam, and more. NRS consists of offices in 3 locations: Fort Wayne, IN, Chattanooga, TN, and Lakeland, FL. NRS employees consists of more than 70 individuals within its sales, marketing, finance, and production teams. We apply our technical proficiency and expertise to deliver quality, turn-key spectator seating experiences that bring communities together around shared celebrations. NRS provides quality and innovative seating solutions while exhibiting the best customer service and the strongest dealer base which has fueled continued growth in our market share in the spectator seating market. NRS has an experienced dealer network with deep relationships as many of our dealers have represented, installed, and serviced our products for 15 to 30 years! Our dealer network provides local representation, sales, and service with over 2,000 employees working directly with end users to create the ultimate spectator experience. As a PlayCore company, NRS is purpose-driven, and believe that healthy, vibrant, equitable communities are rooted in shared spaces that drive active behavior, healthy relationships, and authentic curiosity. Our collective goal is to create those spaces through community engagement, innovative research and a complete portfolio of engaging products, programs, and services. Active, outdoor community spaces are essential and beneficial for people of all ages as research shows they can bring joy to life, relieve stress, supercharge learning, and connect people & place in meaningful ways. ' NRS provides educational outreach through our Make A Stand, A Practical Planning Guide to Spectator Seating through PlayCore's Center for Outreach, Research, & Education (CORE). CORE is committed to researching and advocating for the impact of play and recreation on a community's vitality and why it's valuable to invest in community health and wellness. In collaboration with leaders and scholars, we gather and share knowledge to positively advance diverse community needs through a variety of evidence-based services. We are committed to sharing validated research and building informed advocacy to help empower communities to create great play, recreation, and open spaces. The NRS PlayCore Make A Stand Education program provides information regarding the many options in spectator seating to help build the type of facility to meet the communities specific and unique needs. The Make A Stand guide details standards, criteria, planning, seating types and accessories, purchasing and maintenance, and how to engage the community in the project. This guide provides a resource to help promote, advance, and creatively support spectator seating initiatives and infrastructure as well as providing continuing education credit to architects, park and recreation, and school maintenance and operations professionals. Our diverse brands are instrumental in building healthy communities through play and recreation. These world-class designers, manufacturers, and advocates operate from many places across the U.S. with one common goal, providing complete recreation environments that build Community Vitality. With a broad range of creative play and recreation products, PlayCore's brands advocate and champion healthy, active lifestyles with everything a community needs to promote wellness through play, fitness, site amenities, specialty recreation, aquatics, and surfacing. We maintain a commitment to comprehensive or innovative services from initial community-focused planning to developing and delivering your space, to measuring outcomes so you can share and showcase the positive impact to a broad collection of stakeholders. With the most comprehensive array of play and recreation products available, from dog parks to spray parks, playgrounds to picnic areas, PlayCore is dedicated to building healthier communities through play, recreation, and outdoor spaces. We are passionate about curating, translating, and sharing evidence-based research from a growing network of scholars through resources, high-quality professional development services, and data-driven support to help local advocates build healthy communities.	*

39	What are your company's expectations in the event of an award?	National Recreation Systems plans to communicate the award of our Sourcewell contract throughout our dealer network to include marketing and training on the value and benefits of utilizing the NRS Sourcewell contract for their spectator seating projects. Our Sales expectation is to achieve a minimum of 15% of annual revenue initially through Sourcewell contract, and continuously grow this percentage year over year throughout the contract term. NRS plans to promote, leverage, and educate our nationwide full-service dealer sale force to establish the Sourcewell Procurement contract as the customer's purchasing vehicle of choice for NRS products and services.	*
40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	NRS is a PlayCore Company with a track record of growth. NRS growth in the last three years have been 39% in 2021 over 2020, 26% in 2022 over 2021, and are on pace for 19% growth over 2022 in 2023 YTD.	*
41	What is your US market share for the solutions that you are proposing?	NRS estimates that our market share is 30% in the aluminum angle frame spectator seating market.	*
42	What is your Canadian market share for the solutions that you are proposing?	NRS estimates that our market share is less than 5% in aluminum angle frame spectator seating market in Canada. NRS realizes the opportunity to grow our market share in the Canadian market through the Sourcewell/Canoe purchasing cooperative partnership and plans to market and train our dealers in the Canadian market on the value and benefits of utilizing Canoe as the purchasing vehicle for NRS products.	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, National Recreation Systems has never petitioned for bankruptcy.	*
44	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Recreation Systems (NRS) is a manufacturer of standard and site specific engineered to order angle frame bleacher systems, aluminum players benches, and aluminum picnic tables. NRS has been selling, installing, and servicing our products through an open distribution dealer network since 1988. NRS goes to market through an open distribution network that operates in multiple sales channels depending on the market, product line and services offered in the marketplace. NRS full-service dealers operate in all markets across North America. The NRS full-service dealer is an independent business with their own sales and service force representing multiple product lines that combined are tailored to the market they serve to offer a comprehensive and complimentary array of products. Our full-service dealer network includes companies with up to 50 years of experience in their local market. These companies employ sales teams throughout the territory and have long term relationships built on personal sales calls and a history of successful turnkey projects in the market. The largest full-service dealer we work with has over 1,100 salespeople throughout North America. Many of our full-service dealers offer inspections, service, and installation for a turnkey solution on outdoor aluminum angle frame bleachers. They are considered trusted experts in the market. The full-service dealer base makes up a large percentage of our custom high-capacity outdoor sports and event seating projects in the college, high school, private school, parks and recreation, and municipal markets. Their closeness to the customer, local presence, expertise, and relationships provides excellent opportunities to sell NRS product through the Sourcewell Contract. NRS has an extensive network of dealers in this full-service dealer group that also represent other PlayCore owned companies such as Gametime playgrounds, Play and Park Structures playgrounds, Playkraft playgrounds, Superior Products playgrounds and site amenities, Porter Poligon Shelters, UltraSite site amenities, Ultra Shade shade structures, Icon Shelters, and Big Toys playground. These dealers have long term relationships and are loyal to the PlayCore owned companies which NRS is an important part of. NRS Internet/Catalog based dealers includes leading internet/catalog companies in the market across North America. Our internet/catalog dealers have long term presence in the school and parks and recreation market. Many of these dealers have large seven figure budgets supporting pay per click, google advertising, and other national and local market driven advertising to drive business to their websites. This dealer base provides a large dollar volume in transactional sales from their websites, catalogs, and long-term customer relationships. Many of these dealers also bring higher capacity bleachers and custom projects to the table as well.	*
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	National Recreation Sytems has not been the subject of any suspensions or debarment.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
46	Describe any relevant industry awards or recognition that your company has received in the past five years.	National Recreation Systems provides a yearly outreach to the local communities where our employees work. NRS has donated bleachers and provided free employee installation for Dare to Dream Youth Ranch, Fort Wayne BMX Park, PAL Police Officers League, and World Baseball academy in the Fort Wayne area where are sales and engineering offices are located. PlayCore, our parent company this year won the BBB Torch award for Ethics. The award is the Better Business Bureau's way to celebrate local businesses dedicated to building trust through ethical practices with their staff, the community, their approach to marketing, and within the industry. PlayCore received the award as part of the BBB of SE TN and NE GA. We will be entered in the national competition this fall. PlayCore won the I2019 Industry Legacy Award for our contribution to the Auburn University College of Architecture, Design and Construction's (CADC) PlayCore has been awarded the RMHC Red Shoe award for PlayCore's support and contribution through our employee giving fund to Chattanooga's Ronald McDonald House, the CPRS Champion of the Community award for embracing the core values of the parks profession and aligning with the mission of parks and recreation, and the Chattanooga Corporate Philanthropist award for breadth and depth of philanthropic activity over a sustained period of time.	*
47	What percentage of your sales are to the governmental sector in the past three years?	Approximately 45% of NRS sales has been to the governmental sector in the past three years.	*
48	What percentage of your sales are to the education sector in the past three years?	Approximately 55% of NRS sales has been to the education sector in the past three years.	*
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Recreation Systems does not hold any other cooperative purchasing contracts. Our fantastic sales growth and dealer requests for a national cooperative purchasing option provides a great opportunity for NRS. Many of our dealers in our full-service dealer network have presented large opportunities that wish to purchase NRS through a national purchasing program and we have been tracking the availability to bid this type of opportunity for the last three years. The Sourcewell bid opportunity is an ideal purchasing cooperative for our product and services should we be awarded.	*
50	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Recreation Sytems does not hold and GSA contracts nor does it hold any standing offers and supply arrangements (SOSA).	*

Table 9: Top Five Government or Education Customers

Line Item 51. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles	Government	California - CA	Various 5 row 15' to 8 row x 45' non-elevated bleacher systems with ADA and vertical picket guardrail systems replacing outdated bleachers in 39 City of LA recreation centers and parks.	2,000.000	2,400,000	*
Northwest Community College	Education	Mississippi - MS	Complete renovation of existing 19 row x 101' bleacher. Includes complete replacement of old wood decking with closed deck mill finish foot planks and anodized risers, Mid aisle guardrails, midsteps, and chain link guardrails. Front walkway extended and ADA seating cut in to meet ADA requirements. 8' x 18' Press Box and Press Box understructure with installation. 1141 seats with 11 ADA seats.	630,500	630,500	*
Trousedale County Schools	Education	Tennessee - TN	Home Side 72" Elevated custom home side football bleacher system 18 rows x 241'-6" in length with installation. 48" Elevated 10 row x 127'-6" visitor side bleacher system with installation. Custom 36" elevated 5 row mitered to fit dugout/backstop baseball field bleacher with installation. Custom 36" elevated 5 row mitered to fit dugout/backstop softball field bleacher with installation.	750,100	750,100	*
Great Lakes Water Authority	Government	Michigan - MI	Custom non elevated 25 row x 361'-6" length bleacher system.	485,000	485,000	*
Maulden High School Football	Education	Missouri - MO	36" Elevated 12 row x 151' -10" in length. Custom VIP section with 228 contour seats. 10 x 30 Custom press box and press box understructure and installation of bleachers and press box.	416,000	416,000	*

Table 10: References/Testimonials

Line Item 52. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Parks and Recreation	Ramon Barajas - Assistant General Manager	323-559-5232	*
Northwest Community College, Senatobia, MS	Mary Ayers, LEED AP - Director of College Construction and Maintenance	662-562-3738	*
Trousedale County Schools, TN	Dr. Clint Satterfield - Director of Schools	615-374-2193	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
53	Sales force.	Our NRS authorized dealers make up our sales force. The NRS Inside Sales team supports our dealer network in all aspects of the sales and customer service on our product line. Our sales team consists of the following: 1. Director of Sales: Oversees management of our inside sales team and our dealer network of full service and catalog/internet based dealer sales. The Director of Sales participates in all aspects of the development and execution of sales, customer service, and marketing objectives. 2. Director Of Marketing: Manages NRS marketing support to our dealer base, trade show activities, catalog, promotions, social media, and website. 3. Inside Sales Supervisor: Supervises the inside sales team and assists the Director of Sales in management of pricing, CRM system operation, quoting systems, sales pipeline activities, and participates in our marketing team meetings to support our inside sales team. 4. NRS Inside Sales Team: Inside Sales team members are assigned to a core group of NRS dealers. The inside sales team consults with their dealers on a daily basis providing quotes in response to quote requests, customer service, and assists the dealer in developing the best seating solution for the customer's needs. The inside sales team is the dealer resource for quotations, specifications, and customer service. The team communicates requests for custom drawings through our Engineering team and returns the completed drawings to the dealer for presentation to the customer. 4. Account Manager: Manages key national accounts and large dealers. Assists Director of Sales in growing our dealer sales network. 5. An open network of 250 dealers represent NRS to provide local coverage in all 50 states. NRS has authorized dealers in Canada as well. See dealer network or other distribution details in section 55 for a synopsis of our dealer network.	*
54	Service force.	NRS has over 25 employees dedicated to serving the Sourcewell members. This NRS internal team consists of inside sales, accounts managers, project coordinators, engineering, CAD designers, production, installation, and shipping members. In addition, NRS authorized dealers have their inside sales, outside sales, and customer service teams supporting the Sourcewell members. Our team members are trained and experienced on the NRS product line and are empowered to make decisions to service the customer with the goal of enhancing and building long term relationships.	*

55	Dealer network or other distribution methods.	NRS has been selling, installing, and servicing our products through an open distribution dealer network since 1988. NRS goes to market through an open distribution network that operates in multiple sales channels depending on the market, product line and services offered in the marketplace. NRS full-service dealers operate in all markets across North America. The NRS full-service dealer is an independent business with their own sales and service force representing multiple product lines that combined are tailored to the market they serve to offer a comprehensive and complimentary array of products. Our full-service dealer network includes companies with up to 50 years of experience in their local market. These companies employ sales teams throughout the territory and have long term relationships built on personal sales calls and a history of successful turnkey projects in the market. The largest full-service dealer we work with has over 1,100 salespeople throughout North America. Many of our full-service dealers offer inspections, service, and installation for a turnkey solution on outdoor aluminum angle frame bleachers. They are considered trusted experts in the market. The full-service dealer base makes up a large percentage of our custom high-capacity outdoor sports and event seating projects in the college, high school, private school, parks and recreation, and municipal markets. Their closeness to the customer, local presence, expertise, and relationships provides excellent opportunities to sell NRS product through the Sourcewell Contract. NRS has an extensive network of dealers in this full-service dealer group that also represent other PlayCore owned companies such as Gametime playgrounds, Play and Park Structures playgrounds, Playkraft playgrounds, Superior Products playgrounds and site amenities, Porter Poligon Shelters, UltraSite site amenities, Ultra Shade shade structures, Icon Shelters, and Big Toys playground. These dealers have long term relationships and are loyal to the PlayCore owned companies which NRS is an important part of. NRS Internet/Catalog based dealers includes leading internet/catalog companies in the market across North America. Our internet/catalog dealers have long term presence in the school and parks and recreation market. Many of these dealers have large seven figure budgets supporting pay per click, google advertising, and other national and local market driven advertising to drive business to their websites. This dealer base provides a large dollar volume in transactional sales from their websites, catalogs, and long-term customer relationships. Many of these dealers also bring higher capacity bleachers and custom projects to the table as well.	*
56	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	The NRS authorized dealer network has long term customer relationships as well as providing our product lines on their websites. The NRS dealers work with our inside sales team to secure the drawings, specifications, and pricing on our product line. Once a customer has entered an order with our dealer, the dealer issues a purchase order to NRS. Upon receipt of the dealer/customer purchase order, the NRS order processing team enter the order into our Microsoft Dynamix operating system. The order processing team generates an order acknowledgement to the dealer with pertinent order details to include the order ship date. The inside sales team member assigned to the dealer of the customer that placed the order is the key point of contact for all communications and requests on their order. The inside salesperson is the dealer contact for all customer service situations and is backed up by a project coordinator to expedite any product related customer service requests. A shipping notification is generated when the order is shipped. All dealer requests to support their order starts with the inside sales team member and the inside sales team members coordinates with engineering, production, project coordinators, and shipping to provide excellent communication to the dealer and the customer.	*

57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	The NRS full-service dealer is an independent business with their own sales and service force representing multiple product lines that combined are tailored to the market they serve to offer a comprehensive and complimentary array of products. Our full-service dealer network includes companies with up to 50 years of experience in their local market. These companies employ sales teams throughout the territory and have long term relationships built on personal sales calls and a history of successful turnkey projects in the market. The largest full-service dealer we work with has over 1,100 salespeople throughout North America. Many of our full-service dealers offer inspections, service, and installation for a turnkey solution on outdoor aluminum angle frame bleachers. They are considered trusted experts in the market. The full-service dealer base makes up a large percentage of our custom high-capacity outdoor sports and event seating projects in the college, high school, private school, parks and recreation, and municipal markets. Their closeness to the customer, local presence, expertise, and relationships provides excellent opportunities to sell NRS product through the Sourcewell Contract. NRS has an extensive network of dealers in this full-service dealer group that also represent other PlayCore owned companies such as Gametime playgrounds, Play and Park Structures playgrounds, Playkraft playgrounds, Superior Products playgrounds and site amenities, Porter Poligon Shelters, UltraSite site amenities, Ultra Shade shade structures, Icon Shelters, and Big Toys playground. These dealers have long term relationships and are loyal to the PlayCore owned companies which NRS is an important part of. NRS Internet/Catalog based dealers includes leading internet/catalog companies in the market across North America are independent companies that represent NRS product as part of their overall catalog/internet offering. Our internet/catalog dealers have long term presence in the school and parks and recreation market. Many of these dealers have large seven figure budgets supporting pay per click, google advertising, and other national and local market driven advertising to drive business to their websites. This dealer base provides a large dollar volume in transactional sales from their websites, catalogs, and long-term customer relationships. Many of these dealers also bring higher capacity bleachers and custom projects to the table as well.	
58	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The NRS team provides our customers with the highest level of customer service. We are committed to exceeding our customers' expectations by providing them with timely, professional, and courteous service. We work diligently to resolve issues or concerns that our customers may have promptly and efficiently. Our team is empowered to take the customer service actions with the goal of enhancing and building long-term relationships with our customers based on trust, respect, and confidence. Our customer service response begins with one of the 250 plus authorized NRS dealers that sold the NRS product to the customer. The dealer is typically the first point of contact. The NRS dealer has a dedicated inside salesperson and backup that assists the dealer with the customer service request. The inside sales team is empowered to make decisions to support resolving customer service situations and have a team in engineering, production, and shipping to assist in resolving the issue to the customers satisfaction. Our team is always professional and courteous when interacting with customers. We promptly respond to all inquiries and requests with the goal of enhancing and building long term relationships. NRS keeps the customer informed on any updates and changes that may affect them. We take the time to understand our customers' needs and expectations with the goal of solving the customer service issue to the customers satisfaction.	*
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in all 50 states and Canada. Press boxes are not available to sell in California, Washington, Oregon and the cities of Chicago, Queens, New York. Press boxes are not for sale int he Canadian market as well. NRS provides installation services in all states with the exception of California, Hawaii, Oregon and Washington. NRS does not provide installation services. However, NRS has authorized dealers in the states of California, Hawaii, Oregon and Washington that can provide installation services.	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NRS has an experienced dealer base in Canada, and it is our goal to grow our business in the Canadian market. NRS will focus Sales and marketing efforts towards the Sourcewell participating entities in the Canadian market. This focus will enhance our strategic plan to grow our business in Canada. NRS does not sell press boxes in Canada. NRS does not provide installation services in Canada, however, NRS authorized dealers in Canada can provide installation services.	*
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, NRS will serve nonprofit agencies that are members Sourcewell who wish to purchase NRS product through the Sourcewell purchasing contract.	

62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in all 50 states and Canada. Press boxes are not available to sell in California, Washington, Oregon and within the cities of Chicago, and New York City. Press boxes are not for sale in the Canadian market as well. NRS provides installation services in all states with the exception of California, Hawaii, Oregon and Washington. However, NRS has authorized dealers in the states of California, Hawaii, Oregon and Washington that can provide installation services.	*
63	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in all 50 states and Canada. Press boxes are not available to sell in California, Washington, Oregon and within the cities of Chicago, and New York City. Press boxes are not for sale in the Canadian market as well. NRS provides installation services in all states with the exception of California, Hawaii, Oregon, Washington, and Canada. However, NRS has authorized dealers in the states of California, Hawaii, Oregon Washington and the Canadian provinces that can provide installation services.	*
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in Hawaii, Alaska and US territories outside the continental US. Press boxes are not available to sell in US territories outside of the continental United States. NRS does not provide installation services in Hawaii, Alaska, and US territories outside of the continental US. However, NRS has authorized dealers in the states of Hawaii, Alaska and US territories outside the continental US that can provide installation services.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
65	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NRS will immediately establish a landing page on our website dedicated to educating our customers on Sourcewell and the benefits of utilizing the Sourcewell contract. This will include direct links to Sourcewell. NRS will market the Sourcewell contract through social media and continuing to promote through various marketing outlets year-round. Sourcewell brand identification will be featured on published printed marketing materials to include an NRS Sourcewell marketing point of sale piece. NRS will utilize the Sourcewell contact list to promote the NRS as an awarded Sourcewell vendor following the protocol Sourcewell outlines for email contact of the member list. NRS will promote Sourcewell with NRS authorized dealers through educational Microsoft teams meetings and webinars focusing on the features, benefits, and procedure for utilizing the Sourcewell contract to purchase NRS products and service. NRS will promote Sourcewell within all of our PlayCore family of brands through internal training on the features, benefits, and procedure for utilizing the Sourcewell contract to purchase NRS products and service. NRS will include "Canoe" and or other Sourcewell approved materials as a way to access the Canadian group of members. NRS will educate our Canadian dealers on the features, benefits, and utilization of the Sourcewell Canadian partners (Canoe) contract. NRS will promote the Sourcewell contract at all state and national trade shows we participate in and will have an NRS salesperson trained on the benefits and procedures for utilizing the Sourcewell purchasing contract in the trade show booth. We will display the fact that we are a Sourcewell contract holder through signage and marketing materials in our trade show booth. NRS will participate in Sourcewell training events meetings and the annual Sourcewell conference.	*
66	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NRS has recently launched a new and updated website with easy to navigate and intuitive access to NRS standard and custom models. At NRS, technology and digital data is crucial to enhancing our marketing effectiveness and the ability to report on analytics. With the rise of social media and the abundance of metadata, this allows us to gather information on our customers' behaviors and preferences. By utilizing this data, we can create targeted marketing campaigns that resonate with our customers, resulting in higher engagement and conversion rates. Additionally, analyzing this data provides insights into the effectiveness of our marketing efforts, allowing us to adjust our strategies accordingly. Therefore, technology and digital data play a significant role in improving our marketing effectiveness and driving business success.	*
67	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The NRS view is that Sourcewell will promote NRS products via access from the Sourcewell website, in social media, at tradeshows, and in Sourcewell publications. NRS will act quickly on leads generated and provided by Sourcewell as our expectation is that the leads will be reliable as many will be from existing members that have already utilized the Sourcewell contract for other purchases and are exploring utilizing the contract to purchase our spectator seating products. NRS will work with the Sourcewell contract managers wherever possible to promote utilization of our products through the Sourcewell contract. NRS will educate our dealer base on the features and benefits of utilizing the Sourcewell contract with the goal of these benefits becoming a valued offering that the sales force will promote in their sales conversations with their customer base.	*
68	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The NRS standard product line does lend itself to an e-ordering process. NRS is currently exploring future implementation of the standard product line into an e-service ordering process. However, at this time, we do not have one in place. The NRS custom designed and engineered to order custom bleacher systems due not fit into and e-procurement ordering system.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	

69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NRS offers the "Make a Stand" educational program to Sourcewell members. Make a Stand is a practical planning guide to Spectator Seating. Make a stand can be presented in a 1-1/2 hour session for .15 CEUS/ 1.5 AIA LUs) or a one hour session for .1 CEU/1.0 AIA LUs . “Make A Stand" describes the features and benefits of grandstands and bleachers used in different settings. The presentation describes best practices and considers when selecting, installing, and maintaining grandstands and bleachers. Make a Stand Summarizes the standards and criteria when designing spaces that include grandstands and or bleachers. At least two case studies related to grandstands and bleacher projects are discussed. NRS provides the Make A Stand CEU/AIA continuing education at no charge to Sourcewell members.	*
70	Describe any technological advances that your proposed products or services offer.	NRS utilizes the latest in engineering and design technology to generate sales, submittals, production, and installation files. NRS uses 3D design software for all orders to ensure 100% bill of material accuracy and provide production with fabrication drawings that are based on the products final assembly. When needed NRS is able to complete onsite 3D scans that generate a 3D point cloud that can be uploaded into our 3D design software to ensure products are designed to be a prefect fit to the site ensuring faster installation and improved product safety.	*
71	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	National Recreation Systems manufactures bleacher, benches, and picnic tables at our facility located in Lakeland, Florida. Our products are primarily constructed from aluminum and steel. Aluminum generally contains 80% recycled material and 20% primary aluminum billet to meet industry standards. Steel used in our products is typically produced using mini-mill technology, and results in approximately 90% recycled material.	*
72	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	NRS stadium and event venues help connect people with places, create community capital, and may provide economic benefit by gathering people around shared interests like sports teams, cultural occasions, and community events. Family and friends cheer for their hometown heroes, create and share memories of their children's performance and participation in physical and mental health promoting activities.	
73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
74	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	NRS does not have any MWBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified MWBE subcontractors. NRS has many dealers that meet the requirement, and our goods and services can be sourced through them in order to meet any minority owned business certifications.	*

75	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	National Recreation Systems offer the Sourcewell members a wide breadth of products for the event seating space. We have standard bleachers, benches, and picnic tables with fast ship of 72 hours from placement of orders on many of these standard products. NRS has a library of proven elevated and non-elevated large capacity bleacher designs to select from that provide easy selection and fast turnaround. This broad selection of large capacity bleacher drawings that are immediately available and include equipment and installation pricing. Our site-specific custom engineered to order bleacher systems are designed with Inventor 3D software and stamped drawings and calculations by licensed professional engineers that cover all 50 states. The NRS modular angle frame bleacher design allows for future expansion of the bleacher system to increase seating capacity. NRS provides free design services that includes consultation, 3D Inventor drawn strucures, AutoCad drawings, and detailed specifications. We provide turnkey service including installation by professional experienced bleacher installation teams. Our dealer network of over 250 dealers live and work in the communities they service. They have long term presence and relationships in the government and education market.	*

Table 14: Warranty

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

Line Item	Question	Response *	
76	Do your warranties cover all products, parts, and labor?	NRS stands behind and warranties all products, parts, and labor for structural strength of any framework or component for one year from date of product shipment. NRS provides a five-year warranty on aluminum plank that it will not blister, crack, peel, or flake due to weather, temperature change, continued exposure to rain, snow, or U.V rays from the sun. Copy of our Warranty Program is uploaded under Documents.	*
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NRS warranty does not cover damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance, vandalism, or other causes beyond the control of the "company" are excluded. Copy of our Warranty Program is uploaded under Documents.	*
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most warranty issues are solved quickly and efficiently resolved through photography. Our manufacturing documents are in CAD and Inventor 3D software which allows us to easily identify any manufacturing error that may have occurred. NRS at their own discretion may elect to disburse someone from our engineering or installation support team to the job site. If deemed to be a warranty issue, NRS will cover the expense including NRS installer technicians travel time and mileage to perform the warranty repairs. NRS has been providing spectator seating for over 35 years and has built our business by standing by our products. Copy of our Warranty Program is uploaded under Documents.	*
79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas for which NRS or and NRS authorized dealer cannot provide a technician to perform warranty repairs.	*
80	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items not manufactured by NRS such as metal skirting for bleachers are passed through warranties by the original equipment manufacturer. NRS's installation support team and engineering team will handle any discussions or additional questions regarding all warranties even if they are passed through the original equipment manufacturer.	*
81	What are your proposed exchange and return programs and policies?	NRS must approve return of product through a completed return authorization form. The NRS authorized dealer or NRS inside sales team will complete this document and issue a return authorization approval. NRS charges a 20% restocking fee as returned product is unpackaged, inspected, and products that pass inspection are restocked into inventory. NRS will only credit for product that passes the return inspection process. The credit is for the approved inspected product less the 20% restocking fee. The customer is responsible for freight charges for the returned product from the customer's location to the NRS manufacturing facility and distribution center in Lakeland, Florida. Template of the Return Authorization Form is uploaded under Documents.	*
82	Describe any service contract options for the items included in your proposal.	Bleachers and grandstands require a yearly inspection. NRS does not offer service contracts, however, the NRS authorized dealer base offers inspection services through their local presence in the market.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
NRS does not have any exceptions are modifications to propose.	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NRS SOURCEWELL PRICE LIST 2024.pdf - Tuesday August 15, 2023 14:54:33
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - national_recreation_systems (1440p).mp4 - Tuesday August 15, 2023 15:10:08
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - National Recreation Systems Warranty.pdf - Tuesday August 15, 2023 10:40:33
- Standard Transaction Document Samples - Sourcewell Sample Quote.pdf - Tuesday August 15, 2023 14:55:09
- Requested Exceptions (optional)
- Upload Additional Document - RMA Template.pdf - Tuesday August 15, 2023 10:41:38

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Farson, Director of Sales, National Recreation Systems, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Event_Seating_RFP_081523 Mon July 17 2023 02:16 PM	☑	1

Highland Products Group/The Park Catalog
931 Village Blvd Ste 905-354
West Palm Beach, FL 33409
Phone : 561-620-7878
Email : sales@theparkcatalog.com

Quote#132128

Sales Rep: Carrie Georgopoulos
Email: Carrie@theparkcatalog.com
Phone: 888-447-2401 Ext 60307

Quote Date	Quote Expiration Date
Jul 28, 2026	Aug 26, 2026 (29 days)

Bill to:
Bethany Lamar
City of Deerfield Beach
401A SW 4th Street
Deerfield Beach, Florida, 33441
United States
T: 954-498-0878

Ship to:
Bethany Lamar
City of Deerfield Beach
401A SW 4th Street
Deerfield Beach, Florida, 33441
United States
T: 954-498-0878

Product Name	Item #	QTY	Price	Your Price	Unit Discount	Subtotal
8 Row Aluminum Bleacher with Chain Link Fence - Baseline Series Length: 27' Aluminum angle understructure 2 X 10 anodized aluminum seat plank Single 2 x 10 mill finish aluminum foot plank rows 2-3 Double foot plank on rows 4-8 1 x 6 mill riser rows 4-7, (2) 1 x 6 top row risers Chainlink guardrail system	569-1318-4	2	$18,892.00	$15,155.00	$3,737.00	$30,310.00
Install Install	577-INSTALL	1	$0.00	$11,985.00	$0.00	$11,985.00
569-Sourcewell Contract# 081523-NRS Administrative Fee	569-Sourcewell	1	$0.00	$0.00	$0.00	$0.00

Quote Notes:

SHIPS UNASSEMBLED & PALLETIZED VIA DEDICATED TRUCK(S); CUSTOMER RESPONSIBLE FOR OFFLOADING DUE TO SHIPMENT BEING OVERSIZED; FORKLIFT REQUIRED FOR DELIVERY

Total Discount	-$7,474.00
Subtotal	$42,295.00
Shipping & Handling	$2,035.00
Tax	$0.00
Grand Total	**$44,330.00**

This quote comes with our BEST PRICE GUARANTEE! If we are not your lowest delivered quote for equivalent product, we will BEAT it! (Exclusions may apply)

Any questions contact us at 888-447-2401 or Carrie@theparkcatalog.com

PAY NOW
WITH A CREDIT CARD

Quote Expiration Date: Aug 26, 2026

IF YOUR QUOTE HAS EXPIRED, PLEASE CONTACT YOUR SALES REP BEFORE SUBMITTING PAYMENT

TERMS & CONDITIONS

SHIPPING:

Deliveries are made during normal business hours, 8am - 5pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard delivery charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver will not offload the delivery. It is Customers responsibility to provide adequate personnel and/or equipment to unload the shipment from the truck when it arrives. The truck driver is under no obligation to help you unload. If you require anything other than standard delivery, we have the following additional services available for purchase at time of order placement:

Additional Delivery Services

• ***Residential Delivery***: If the ship to address is not a commercial location, on a commercial truck route or is in a residential area, you must order "Residential Delivery Service" at an additional charge.

• ***Limited Access Delivery***: This is common LTL delivery for small businesses, restaurants, schools, churches, concert venues, theaters, or other locations that do not have a loading dock.

• ***Liftgate Service***: This service includes the driver utilizing a lift gate on the rear of the truck. The driver is responsible for lowering your shipment to the ground only. Once delivery is at ground level it is your responsibility to move the shipment from the delivery point to its destination

• ***Notify Before Delivery***: Notify before delivery indicates that the receiver needs to be called before arrival. The carrier will call 24-48 hours prior to make a delivery appointment. If the receiver cannot be reached, these shipments can result in significant delays or additional redelivery fees.

• ***Inside Delivery***: If this service is required, please reach out to one of our Sales Representative as we cannot be responsible for online quotes with this service. This service requires specifics that must be communicated to the carrier prior to getting a shipping quote.

• ***Redelivery Fee***: This charge will occur when a delivery is unsuccessful on the first try and the carrier must try to deliver the shipment a second time. Redeliveries occur within the carrier's available timeframe.

• **Construction Site Delivery**: This charge is for any destination that is under construction and requires an LTL truck to navigate a construction site.

Shipping Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, the Customer agrees to pay and The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Shipment Inspection Required - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All damage claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacements parts or products FREE of charge due to concealed or unreported damages.

Assembly May Be Required:

Most of our product's ship Knocked down and on commercial pallets to minimize freight damages and reduce freight cost.

CANCELLATIONS:

No order can be cancelled unless first authorized and confirmed in writing by The Park Catalog Team. Made-to-Order items already in production may not be cancelled. If a cancellation is authorized, charges may apply based on the stage the order is in.

RETURNS:

We will accept returns of unopened/unused products, up to 30 days from the shipping date, subject to ALL the following terms and conditions:

• **Approval**: Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.

• **Shipping Returns**: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.

• **Re-Stocking & Shipping Fees**: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

• **Online Orders**: For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.

• **Personalized** - These items are **NOT** eligible for return unless a defect in manufacturing is presented to us with pictures prior to return.

• **Refunds**: refunds will be issued on returned merchandise **AFTER** shipment is received and inspected at our warehouse and the goods are deemed to be resaleable and free of damages.

Payment options:

Credit Card: To maintain a safe environment for credit card transactions, we utilize a credit card processing company that partners with companies who transmit or process card information in a secure environment which complies with the Payment Card Industry Data Security Standard (PCI DSS). In compliance with the payment card industry data security standards, The Park Catalog cannot accept credit card payment information via Email/Fax/US Mail/Telephone/Voice Mail. A secure payment link will be sent via email to allow your transaction to be completed.

Check: Payable to Highland Products Group or The Park Catalog, 931 Village Blvd Ste 905-354, West Palm Beach, FL 33409

ACH: You will find ACH/Wire information on the pages following your proposal

Purchase Order: We accept purchase orders from Government/Municipal entities, Public Schools, non-private Colleges, and Universities to name a few. All other customer types must speak with a sales representative for qualifications to utilize a purchase order.

Force Majeure:

No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal:

Sign Here: _____ Date: _____

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-497

Agenda Date: 9/9/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with Acceleration Academies, LLC, to provide an alternative High School Academic Program at the Hillsboro Technology Center on certain specified days and times from September 15, 2026, to February 18, 2027; providing for execution, 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 Parks and Recreation Department is seeking approval to enter into an agreement with Broward County Acceleration Academies (BCAA) for the use of the Hillsboro Technology Center Main Room to operate an academic program for students ages 14 through 20.

Broward County Acceleration Academies is a tuition-free education program operating in partnership with Broward County Public Schools (BCPS). The program is designed for students ages 14–20 who need a more flexible and personalized pathway toward earning a traditional high school diploma. BCAA provides a supportive, student-centered learning environment where students receive individualized guidance to assist them in graduating and preparing for college, career training, or entry into the workforce.

The program provides flexible scheduling that combines in-person learning with online coursework. Students are encouraged to attend approximately 12 hours per week in person, providing direct access to content coaches, graduation advocates, and other support staff. The program also offers self-paced learning, allowing students to progress based on their individual academic needs, as well as year-round enrollment so students may begin the program at various times throughout the year.

BCAA specifically supports students who may be behind on credits, balancing work or family responsibilities, or seeking an alternative to a traditional high school environment. Students who successfully complete all applicable State and District graduation requirements receive a standard Broward County Public Schools high school diploma, rather than a GED.

Under the proposed facility use agreement, the program will operate from September 15, 2026, through February 18, 2027, on Tuesdays, Wednesdays, and Thursdays from 7:30 a.m. to 4:30 p.m. The program will utilize the main ballroom at the Hillsboro Technology Center for nine hours per day.

During program hours, students will complete academic coursework online using computers provided by BCAA. Primary academic platforms will include Florida Virtual School (FLVS) and Acellus Academy; however, students may be enrolled in varying curricula based on their individual academic needs. Academic work will primarily be completed independently in a quiet setting, with program staff available to supervise, facilitate coursework, and provide assistance when needed.

Acceleration Academy has requested a fee waiver of the City's hourly rate of $75 per hour and has agreed to pay a flat license fee in the amount of $1,500 per week to operate its program at the Hillsboro Technology Center during the term.

Current Activity
Currently, the Hillsboro Technology Center has minimal daytime programming and facility usage. This proposed agreement provides an opportunity to maximize the use of the facility during traditionally underutilized hours while generating additional revenue for the City. In addition, the program will provide a valuable academic resource for youth and young adults in the community, expanding access to meaningful educational programming within a City facility.

Recommendation
Staff recommends approving the facility use agreement.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH ACCELERATION ACADEMIES, LLC, TO PROVIDE AN ALTERNATIVE HIGH SCHOOL ACADEMIC PROGRAM AT THE HILLSBORO TECHNOLOGY CENTER ON CERTAIN SPECIFIED DAYS AND TIMES FROM SEPTEMBER 15, 2026, TO FEBRUARY 18, 2027; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, Acceleration Academies, LLC ("Acceleration") is an organization that provides a flexible, alternative high school education program for students who need a different path to graduation (the "Program"); and

WHEREAS, Acceleration's Program is designed to help students stay on track and allows them to set their own pace, while providing flexible courses with 1:1 teach and support to fit the students situations and needs; and

WHEREAS, Acceleration's Program is considered a high school program that partners with school districts across the United States, and offers nationally accredited courses that count toward a regular district issued high school diploma; and

WHEREAS, the City owns and operates various facilities, including the Hillsboro Technology Center (the "HTC"), which is suitable for use by Acceleration for their Program; and

WHEREAS, Acceleration has requested a non-exclusive license to use the Main Room at the HTC for the Program classes on Tuesdays, Wednesdays and Thursdays from 7:30 a.m. to 4:30 p.m. (the "Facility Use") during the time period from September 15, 2026 to February 18, 2027 (the "Term"); and

WHEREAS, Acceleration has committed to use its best efforts to achieve a minimum of 30% of the total participation in the Program by City residents, and has requested a waiver of the City's hourly rate of $75.00 per hour and has agreed to pay a flat license fee in the amount of $1,500.00 per week (the "Weekly License Fee") to operate its Program at the Center during the Term; and

WHEREAS, City staff recommends approving the Facility Use, the Weekly License Fee and a Facility Use Agreement with Acceleration, attached as Exhibit "1," (the "Agreement") for the Term, with the option to renew for one additional six month term, to support the Program within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use and the Weekly License Fee and approve and authorize execution of the Agreement with Acceleration.

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 Acceleration's Facility Use for the Program, subject to the Acceleration's compliance with the terms of the Agreement.

Section 3. The City Commission hereby finds that the Weekly License Fee for the Facility Use for the Term in accordance with the terms of the Agreement serves the public interest of the citizens of the City and is hereby approved.

Section 4. The City Commission hereby approves the Facility Use Agreement with Acceleration, attached as Exhibit "1."

Section 5. The City Commission hereby authorizes the City Manager to execute the Facility Use Agreement, 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 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____DAY OF _____, 2026.

_____
TODD DROSKY, MAYOR

ATTEST:

_____
HEATHER MONTEMAYOR, CITY CLERK

FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH AND ACCELERATION ACADEMIES, LLC.

This Facility Use Agreement (the "Agreement") is made and entered into this_____ day of _____, 2026 (the “Effective Date”), by and between the City of Deerfield Beach, Florida, (the "CITY"), and Acceleration Academies, LLC., a Foreign Limited Liability Company (the "LICENSEE").

RECITALS

WHEREAS, LICENSEE is a for-profit organization that provides a flexible, alternative high school option for students who need a different path to graduation; and

WHEREAS, LICENSEE's Program is designed to help students stay on track while balancing work, family, and other life responsibilities; and

WHEREAS, LICENSEE's Program allows the individual to set his/her pace and provides flexible courses with 1:1 teach and support to fit the students situation and needs; and

WHEREAS, LICENSEE is considered a high school and/or high school program that partners with school districts across the United States, and offers nationally accredited courses that count toward a regular district issued high school diploma; and

WHEREAS, LICENSEE desires to provide students in grades 9-12 with personalized learning plans that combine online coursework, one-on-one academic coaching, and social-emotional support; and

WHEREAS, the CITY owns and operates various facilities, including the Hillsboro Technology Center (the "Permitted Area"), which is suitable for use by the LICENSEE for LICENSEE'S Program; and

WHEREAS, LICENSEE has requested the use of Permitted Area from September 15, 2026 to February 18, 2027, on Tuesdays, Wednesdays and Thursdays from 7:30 a.m. to 4:30 p.m. to support its Program within the City,; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE'S Program at the Permitted Area and to provide facility usage to support the Program within the City, subject to the terms and conditions set forth in this Agreement.

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 LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Term. This Agreement shall take effect on September 15, 2026 and shall expire on February 18, 2027, unless terminated (the "Term"). The City Manager or designee may renew this Agreement for one (1) additional six (6) month term by execution of a written Amendment signed by the parties.

Section 3. License Fee and Security Deposit. At the time of execution of this Agreement, LICENSEE shall pay CITY a Security Deposit in the amount of $75.00. In addition, LICENSEE shall pay the CITY a License fee in the amount of $1,500.00 per week.

Section 4. Use of Permitted Area and Premises,

a. *General.* The LICENSEE may use and occupy the Permitted Area and Premises to administer and conduct its Program during the Term of this Agreement and as set forth in the Scope of Services attached as Exhibit "A". All Program activities conducted within the Permitted Area and Premises must be supervised at all times by representatives of LICENSEE. LICENSEE agrees to use its best efforts to achieve a minimum of 30% of the total participation in the Program by residents of the City of Deerfield Beach.

As this Agreement grants LICENSEE a non-exclusive license, LICENSEE acknowledges that the CITY may use the facility for a class, program or function, thereby limiting LICENSEE'S use of the Permitted Area and facility and possibly rendering the facility unavailable to the LICENSEE. CITY will provide reasonable notice to LICENSEE of its need to utilize the facility and/or Permitted Area. LICENSEE acknowledges that all City-run programs and functions take priority over scheduling of all other outside programming.

b. *Program Dates and Times:* The Program consists of online coursework instruction classes which shall be held on Tuesdays, Wednesdays and Thursdays during the Term of this Agreement from 7:30 a.m. to 4:30 p.m. It is hereby understood that the online course duration is for a nine (9) hour session within the designated Permitted Area. Any and all amendments to the original schedule must be submitted in writing at least five (5) business days prior to actual rescheduled classes to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the CITY facility and that the CITY may not in all cases be able to permit the exclusive use of the facilities at all the times desired by LICENSEE. All meetings and registrations that take place in the Permitted Area facilities must be approved by the CITY a minimum of two weeks prior to the event.

At the time of execution of this Agreement, LICENSEE acknowledges that LICENSEE shall not conduct its Program's on the following dates. Any further need by CITY to utilize the Permitted Area and Premises shall be in accordance with subsection a. above.

- October 20October 20 through 29, 2026 (The center will be used by Broward County as an Early Voting Site)
- November – 11, 2026 (Veterans' Day)
- November 26 (Thanksgiving City Closure)
- December - 12/24 (Christmas Eve)

c. List of Licensee's Attendees. Prior to the first official Program session, LICENSEE shall provide the CITY with the following: (i) a list of each individual that will be providing any Program services or otherwise serving as a representative of LICENSEE; and (ii) a list of each participant in the Program, together with the home address of each participant.

d. *Maintenance and Clean-up of Permitted Areas.* LICENSEE agrees to maintain the Permitted Area during the Program times and dates and shall be solely responsible for any and all equipment and personal property placed within the Permitted Area during the Program sessions. LICENSEE covenant that no nuisance or hazardous trade or occupation shall be

permitted and nothing shall be kept in or about the Permitted Area or other areas of the facility that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage to the said Permitted Area and/or facility. LICENSEE shall not permit the Permitted Areas to be used or occupied in a manner that will violate any laws or regulations.

Immediately after each Program class, the LICENSEE shall be responsible for cleaning the areas used during the administration of any Program class and activities. LICENSEE furthers agrees to ensure that all trash will be placed in City receptacles. LICENSEE agrees to a fine of $100 per violation for failure to adhere to this subsection. The LICENSEE, at the conclusion of each Program class, must restore the site to a condition equal to that existing prior to the Program class and activities. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Program.

e. Damage to Facilities. LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or, foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of $100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Program that require an adjustment of security deposit returned at the conclusion of the Program, LICENSEE shall pay any overages of fees within ten days of the conclusion of the Program

f. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Program. If, in the course of LICENSEE'S operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the City's Criminal Background Check Policy, Section 38-140 of the City Code, as such policy may be amended from time to time (the "Policy").

a. LICENSEE shall be required to perform a criminal background check for any person employed by or under contract with the LICENSEE, and any LICENSEE representative, who is providing the Program services or will be in or on city property (each is a "Volunteer") and the results of such background checks shall be provided to the CITY prior to any Volunteer utilizing a City facility for the Program services.

b. Volunteers shall be prohibited from participating in the Program at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy, or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.

c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE'S Volunteers. Further, LICENSEE

agrees to provide written notice to the CITY immediately upon LICENSEE'S knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.

d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the CITY certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Program services under this Agreement.

Section 6. Insurance and Indemnification.

a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE'S liability insurance upon execution of this Agreement and prior to any Program classes taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive General Liability	$1,000,000
(2) Property damage	$1,000,000
(3) Automotive liability	$1,000,000
(4) Abuse and Molestation Coverage	$1,000,000
(5) Workers' compensation	Statutory requirements

The general liability and property damage insurance shall, at a minimum, cover the LICENSEE's trainers, employees and representatives and the participants who are participating in any Program services.

Each policy, except for worker's compensation, shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide.

All policies shall be on an occurrence basis rather than a claims-made basis.

b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by LICENSEE or any other person authorized by the LICENSEE to participate in the Program.

c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including the CITY's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, or employees, or Licensee's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to 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 7. Compliance with Applicable Laws and Policies.

a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Program.

b. *Compliance with Rules and Regulations.* LICENSEE will abide by all Parks and Recreation Department Rules and Regulations, including such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of $100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.

c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent use of City facilities. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Storage. Except for a storage cabinet for Chromebooks and related technology, the storage of materials and equipment belonging to LICENSEE in the City facilities is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE'S items on City property and LICENSE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE'S storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 9. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional use of the Permitted Area at no cost. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving thirty days' notice to LICENSEE. If the CITY elects to terminate this Agreement, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities by LICENSEE.

In the event the CITY determines to terminate this Agreement for cause due to LICENSEE's in breach of this Agreement, LICENSEE shall have 10 days after receipt of such written notice of termination to correct the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEE shall immediately cease all activities at the Permitted Area. Failure of LICENSEE to correct the breach within the 10 day timeframe, shall result in this Agreement being automatically terminated and LICENSEE shall cease all activities at the Permitted Area and vacate the premises.

Section 10. Audit Rights and Retention of Records. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to the Program operated at the Permitted Area. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion

into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time. but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE'S and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY'S disallowance and recovery of any payment upon such entry.

Section 11. Coordination of Services. The CITY'S primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or designee.

Section 12. CITY Reservation of Rights. The CITY reserves the right to order any participant who is deemed by the CITY , in its sole discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage to leave City grounds.

Section 13. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when either emailed to the respective Party and/or deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR CONTRACTOR:
Acceleration Academies, LLC.
251 Little Falls Drive
Wilmington, Delaware 19808
Attn. Dan Miller
dmiller@accelerationacademy.org

FOR CITY:
Rodney Brimlow, City Manager
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441
rbrimlow@deerfield-beach.com

With A Copy to:
Anthony C. Soroka, Esquire
City Attorney
Weiss Serota Helfman Cole, & Bierman, PL.
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431
asoroka@wsh-law.com

Section 14. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an "as is" condition.

Section 15. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

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

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 16. Miscellaneous.

a. Entire Agreement. The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

b. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

c. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.

d. Governing Law. The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

e. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

f. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

g. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent .

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

i. Assignability. This Agreement is not assignable.

IN WITNESS WHEREOF, the parties hereto have caused these presents 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, FLORIDA, a municipal corporation of the State of Florida

_____
Heather Montemayor, City Clerk

_____
Rodney Brimlow, City Manager

Date: _____, 2026.

Approved As To Form And Legal Sufficiency for the use of and reliance by the City of Deerfield Beach, Florida, only.

_____
Anthony C. Soroka, City Attorney

FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND ACCELERATION ACADEMIES, LLC.

Witnesses:

Jeff Ottens
Jeff Ottens (Aug 25, 2026 12:16:58 CDT)
Signature
Print Name: Jeff Ottens
Date: 25/08/2026

Signature
Print Name Dan Miller
Date: 25/08/2026

LICENSEE
Acceleration Academies, LLC

By: Kelli Campbell
Signature
Print Name: Kelli Campbell
Title: CEO
Date: 25/08/2026

EXHIBIT "A"
SCOPE OF SERVICES

LICENSEE shall administer the Program within the Permitted Area in accordance with all applicable laws, policies, rules and regulations. LICENSEE's use of the Permitted Area shall not exceed the hours set forth below and as set forth in the term of the Agreement.

The Program shall consist of the following:

- **Program Dates:** September 15, 2026, through February 18, 2027
- **Days of Operation:** Tuesdays, Wednesdays and Thursdays
- **Program Hours:** 7:30 AM – 4:30 PM
- **Participant Age Range:** Ages 14 - 20
- **Facility & Field Usage:**
    - Indoor Facility:
        - Nine (9) hours per day of ballroom room use
        - Location: Hillsboro Technology Center Main Room
- **Academic Program:**
    - Students will complete academic coursework online during facility hours
    - Coursework will be completed independently on personal computers provided by Licensee
    - Primary academic platforms include Florida Virtual School (FLVS) and Acellus Academy, though students may be enrolled in varying curricula
    - Academic work will be supervised and facilitated by program staff; no direct instruction unless a specific teaching point is required
    - Students will bring personal headphones and complete coursework in a quiet, independent setting

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2026-429

Agenda Date: 9/9/2026 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
School Speed Zone Annual Report 2025-2026.

Recommended Action
Interested members of the public shall be allowed to provide public comment regarding the Annual Report. Commission to accept the 2025-2026 Annual Report

Background/History
On January 9, 2024, the City introduced Ordinance No. 2024/001, City of Deerfield Beach School Speed Zone Enforcement. The Ordinance, adopted following a public hearing, authorized the installation and use of speed detection systems on roadways at identified Broward County Public School locations within the jurisdiction of the City, with a goal of reducing speeding in and around school zones to create a safer walking environment for all pedestrians.

The previous annual report to the Commission occurred on September 15, 2025.

Current Activity
City of Deerfield Beach Annual School Zone Speed Detection System Report
Reporting Period: June 5, 2025, through August 9, 2026
Pursuant to HB 657 and City Ordinance 2024/001

In accordance with Florida Statute §316.1896(16)(a), enacted under HB 657 and supported locally by City Ordinance 2024/001, the City of Deerfield Beach is providing the following annual report for all school zone speed detection systems operated within the City's jurisdiction. This report is presented as a single agenda item before the governing body in compliance with state law.

Summary of Activity

- Total Notices of Violation Issued: 39,941
- Notices of Violation Paid: 23,538
- Notices of Violation Contested, Pending Final Outcome: 28
- Notices of Violation Contested and Dismissed: 69
- Notices of Violation Contested and Upheld: 281

- Notices of Violation Resulting in Uniform Traffic Citations Issued: 25
- Notices of Violation Pending Issuance as Uniform Traffic Citations: 8,469

Compliance Statement
This report fulfills the City’s annual reporting obligation under state law and reflects the enforcement activity for the 2025–2026 school year. The City of Deerfield Beach remains committed to ensuring the safety of school zones through effective traffic speed monitoring and enforcement, in full compliance with all applicable state and local regulations.

Memorandum

To: Deerfield Beach Commission

From: Sean Gladieux, Director
Office of Public Safety

Cc: Rodney Brimlow, City Manager

Subj: School Speed Zone Annual Report 2025-2026

Date: 8/17/2026

On April 28, 2023, the Florida Legislature passed, and the Governor subsequently signed into law, HB 657 entitled “Enforcement of School Speed Zone Limits”, which became effective on July 1, 2023. The bill authorizes counties or municipalities to utilize automated speed detection systems in school zones to enforce speed limits, while setting forth numerous requirements for implementation, administration, and due process procedures.

The Office of Public Safety completed a review of the speed zone program to determine the feasibility and the potential impact on public safety. At the October 17, 2023 Commission meeting, a speed study was presented providing data that speeding in Deerfield Beach School zones was rampant. The study documented in just one school day 6,459 speeding violations at 11 miles per hour over the posted speed limit within seven school zones were recorded. On January 9, 2024, the City introduced Ordinance No. 2024/001, City of Deerfield Beach School Speed Zone Enforcement. The ordinance, adopted following a public hearing, authorized the installation and use of speed detection systems on roadways at identified Broward County Public School locations within the jurisdiction of the City, with a goal of reducing speeding in and around school zones to create a safer walking environment for all pedestrians.

In accordance with the ordinance and section 316.0776, Florida Statutes, each municipality that operates one or more school zone detection systems must annually report information and statistics in a written summary that must be read aloud at a regular or special City Commission meeting. Attachment 1 of this agenda item contains the information that meets this requirement.

The Commission approved the award of the bid and authorized the City Manager or designee to execute a contract for school speed zone enforcement to RedSpeed, FL, LLC. Per the contract, RedSpeed is responsible for providing a turnkey solution that includes, but is not limited to, the purchase, installation, operation, and maintenance of all equipment as well as the billing, collection, and initial distribution of violation proceeds. The vendor is also tasked with the completion of quarterly reports required by the Florida Department of Highway Safety and Motor Vehicles on behalf of the City. The cost for their service is deducted from the City's General Fund share of violation proceeds.

Implementation of a school speed zone enforcement program requires a thirty-day warning period as well as a public awareness campaign prior to the issuance of violations. Warnings were sent to violators during the first forty-five days and an awareness campaign was conducted that included the use of the City's official website, commission meetings, social media, news releases, distribution of palm cards, etc.

3 schools with 8 school zone locations were enforced during the first half of the 2025 - 2026 school year. Beginning 1/5/2026 the city added 3 additional schools with 6 additional school zones. In accordance with the City ordinance and section 316.0776 of the Florida Statutes, each municipality that operates one or more school zone detection systems must annually report information and statistics in a written summary that must be read aloud at a regular or special City Commission meeting. This information is contained in Attachment 1 and will be read aloud at the City Commission meeting held on September 9, 2026.

City of Deerfield Beach School Speed Zone Annual Report

Notice of speed zone violations were issued at the following locations from August 11, 2025 (beginning of school year) through June 3, 2026 (end of school year):

- 600 Block EB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
- 600 Block WB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
- 4000 Block NB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
- 4100 Block SB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
- 900 Block WB SW 15th Street @ Deerfield Beach High, Deerfield Beach
- 900 Block EB SW 15th Street @ Deerfield Beach High, Deerfield Beach
- 600 Block NB SE 2nd Ave @ Deerfield Beach Middle, Deerfield Beach
- 600 Block SB SE 2nd Ave @ Deerfield Beach Middle, Deerfield Beach
- 4100 Blk EB W. Hillsboro @ Quiet Waters Elementary, Deerfield Beach
- 4101 Blk WB W. Hillsboro @ Quiet Waters Elementary, Deerfield Beach
- 600 Blk EB E Hillsboro @ Deerfield Beach Elementary, Deerfield Beach

- 600 Blk WB E Hillsboro @ Deerfield Beach Elementary, Deerfield Beach
- 600 Blk NB SW MLK Jr Avenue @ Deerfield Park Elementary, Deerfield Beach
- 600 Blk SB SW MLK Jr Avenue @ Deerfield Park Elementary, Deerfield Beach

For the enforcement period of June 5, 2025, through August 9, 2026 the following results were obtained for Deerfield Beach:

Notice of Violations (NOV) Issued	39,941
Notice of Violations Paid	23,538
NOVs Contested at Hearing	350
NOV Contested and Dismissed	69
NOV Contested and Upheld	281
Uniform Traffic Citations Issued	8,489

From June 5, 2025 through August 9, 2026, payments were received by the City of Deerfield Beach from the school speed zone safety program and distributed as follows:

DB Public Safety Initiative	$917,982.00
FL Dept of Revenue General Fund	$470,760.00
FDLE Training Trust Fund	$70,614.00
Broward County School District	$282,456.00
School Crossing Guard Recruitment & Retention	$117,690.00
Hearing Fees	$4,160.00
RedSpeed	$494,298.00
Total	**$2,353,800.00**
Refunds/Chargebacks	$6,900.00

By Florida statute the revenue distribution for each paid Notice of Violation (NOV) is as follows:

City of Deerfield Beach*	$60
School Crossing Guard Recruitment & Retention	$5
FL Department of Revenue General Fund	$20

FDLE Criminal Justice & Standards Trust Fund	$3
Broward County School District	$12

* Reflected at gross amount - vendor fee is netted from these proceeds. The City receives $39 and RedSpeed receives $21.

Information was read aloud at the Deerfield Beach Commission meeting on September 9, 2026.

Attachments: RedSpeed Camera Locations 2025-2026
Annual Summary Report

Annual Summary Report (speed)
Deerfield Beach

From 06/05/2025 to 08/09/2026

NOV's Issued	39,941
NOV's Contested at Hearing	350
NOV's Upheld at Hearing	281
NOV's Dismissed at Hearing	69
NOV's Issued as UTC	8,489
NOV's Paid	23,538

Payment Breakdown

Public Safety Initiative	$917,982.00
FL Dept of Revenue	$470,760.00
FDLE Training	$70,614.00
County School District	$282,456.00
Crossing Guard	$117,690.00
RedSpeed	$494,298.00
Total	**$2,353,800.00**
Refunds/Chargebacks	($6,900.00)
Hearing Fees	$4,160.00

PLEASE NOTE: Data contained in this report is based on violation date. The above categories are required per Florida State Statute 316.0776 (3)(c)2

School Zone Speed Detection System: Camera Location Table

School Name	School Level	Camera Information									
		Camera Unique Identifier	Directional Approach	Times the Speed Detection System was Active	Restricted School Zone Speed Limit Enforced	Posted Speed Limit Enforced at Other Times	Date the Camera System was Activated	Date the Camera System was Deactivated	Latitude	Longitude	Location
Deerfield Beach Elementary School	Elementary	RSFL0601	EB	07:02-14:30, 07:02-08:00,14:03-14:30	15	35	1/5/2026	Active	26.318275	-80.096126	600 Block EB E Hillsboro Blvd @ Deerfield Beach Elementary, Deerfield Beach
Deerfield Beach Elementary School	Elementary	RSFL0602	WB	07:02-14:30, 07:02-08:00,14:03-14:30	15	35	1/5/2026	Active	26.318544	-80.094244	600 Block WB E Hillsboro Blvd @ Deerfield Beach Elementary, Deerfield Beach
Deerfield Beach High School	High	RSFL0603	EB	06:43-15:10, 06:43-07:40,14:43-15:10	15	25	5/15/2025	Active	26.297284	-80.118562	900 Block EB SW 15th Street @ Deerfield Beach High, Deerfield Beach
Deerfield Beach High School	High	RSFL0604	WB	06:43-15:10, 06:43-07:40,14:43-15:10	15	25	5/15/2025	Active	26.297377	-80.116315	900 Block WB SW 15th Street @ Deerfield Beach High, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0605	NB	06:48-15:15, 06:48-07:45,14:48-15:15	15	30	5/15/2025	Active	26.310096	-80.099575	600 Block NB SE 2nd Avenue @ Deerfield Beach Middle, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0606	SB	06:48-15:15, 06:48-07:45,14:48-15:15	15	30	5/15/2025	Active	26.310096	-80.099575	600 Block SB SE 2nd Avenue @ Deerfield Beach Middle, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0594	WB	06:48-15:15, 06:48-07:45,14:48-15:15	15	35	5/15/2025	Active	26.304905	-80.097162	600 Block WB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0593	EB	06:48-15:15, 06:48-07:45,14:48-15:15	15	35	5/15/2025	Active	26.305107	-80.096025	600 Block EB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
Deerfield Park Elementary School	Elementary	RSFL0599	NB	07:53-15:30, 07:53-08:30,15:02-15:30	15	30	1/5/2026	Active	26.308011	-80.107709	600 Block NB SW Martin Luther King Jr Ave @ Deerfield Park Elementary, Deerfield Beach
Deerfield Park Elementary School	Elementary	RSFL0600	SB	07:53-15:30, 07:53-08:30,15:02-15:30	15	30	1/5/2026	Active	26.310761	-80.107815	600 Block SB SW Martin Luther King Jr Ave @ Deerfield Park Elementary, Deerfield Beach
Quiet Waters Elementary	Elementary	RSFL0598	WB	07:03-14:30, 07:03-08:00,14:03-14:30	15	45	1/5/2026	Active	26.318004	-80.159950	4100 Block WB W Hillsboro Blvd @ Quiet Waters Elementary, Deerfield Beach
Quiet Waters Elementary	Elementary	RSFL0597	EB	07:03-14:30, 07:03-08:00,14:03-14:30	15	45	1/5/2026	Active	26.317667	-80.162299	4100 Block EB W Hillsboro Blvd @ Quiet Waters Elementary, Deerfield Beach
Tedder Elementary	Elementary	RSFL0595	NB	07:18-14:45, 07:18-08:15,14:18-14:45	15	25	5/15/2025	Active	26.280989	-80.123206	4000 Block NB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
Tedder Elementary	Elementary	RSFL0596	SB	07:18-14:45, 07:18-08:15,14:18-14:45	15	25	5/15/2025	Active	26.280465	-80.123120	4100 Block SB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach