CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

November 17, 2025 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 11/17/2025: Remove Item 10 (City Hall Feasibility Study), Remove Item 20 (Parade Discussion), add Item 14 (Housing Workshop Follow-up), add Item 20 (Resolution No. 2025-161)

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Events Prior to Meeting - 5:00 PM Workshop - Housing

Pledge of Allegiance

Invocation - Council Member Ricky Jernigan

Roll Call

> ***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***
>
> ***Failure to abide by the rules of decorum will result in removal from the meeting.***

Approval of Agenda

Proclamations

1. Baptist Women's World Day of Prayer

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

2. Minutes - October 6, 2025 Regular Session

3. Minutes - October 20, 2025 Workshop

4. Minutes - October 20, 2025 Regular Session

5. City Council Resolution No. 2025-150 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Motorola Solutions, Inc., an Illinois Corporation, for watchguard equipment and services to be utilized by the Lake City Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

6. City Council Resolution No. 2025-151 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and DataWorks Plus, LLC., a South Carolina Limited Liability Company, for livescan equipment and software to be utilized by the Lake City Police Department to aid in the identification of criminals; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

7. City Council Resolution No. 2025-152 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the voluntary cooperation mutual aid agreement between the City and the Florida Department of Law Enforcement in support of the Child Abduction Response Team (CART); making certain findings of fact in support of the City renewing said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; recognizing the authority of the Chief of Police to execute to said renewal Agreement; directing the Mayor to execute and bind the City to said renewal Agreement; directing the Chief of Police to execute said renewal Agreement; repealing all prior resolutions in conflict; and providing an effective date.

8. City Council Resolution No. 2025-153 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Fourteen (14) pursuant to the continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide a risk and resilience assessment update for the City's potable water system; providing for a cost not to exceed $39,900; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

9. City Council Resolution No. 2025-160 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Florida Department of State, Division of Historical Resources, for administration of grant funds for the restoration and maintenance of the Wilson Street Cemetery; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None

Quasi-Judicial Hearings

Open Quasi-Judicial Hearing

First Reading

10. City Council Ordinance No. 2025-2338 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, very low density (1 dwelling unit per acre) to City Industrial of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2338 on first reading

11. City Council Ordinance No. 2025-2339 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from County Rural Residential (RR) to City Industrial (I) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date.

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

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C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2339 on first reading

Close Quasi-Judicial Hearing

Old Business

Ordinances

Open Public Hearing

12. City Council Ordinance No. 2025-2327 (final reading) - An ordinance pertaining to solid waste services and management within the City of Lake City; providing updated definitions; establishing provisions related to third-party and contractor-generated waste; establishing provisions related to storm debris waste contractors; establishing a contractor registration process for declared states of emergency; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Passed on first reading 11/3/25

Close Public Hearing

Adopt City Council Ordinance No. 2025-2327 on final reading

Open Public Hearing

13. City Council Ordinance No. 2025-2341 (final reading) - An ordinance of the City of Lake City, Florida, relating to the use of a Speed Detection System in school zones in the City of Lake City, Florida; creating Chapter 98, Article V, Section 98-85 of the City of Lake City Code of Ordinances entitled "School Speed Zone Infractions" which authorizes a school speed zone speed enforcement program and use of Speed Detection Systems; providing program implementation requirements; designating school zones and enforcement; providing legislative findings; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Passed on first reading 11/3/25

Close Public Hearing

Adopt City Council Ordinance No. 2025-2341 on final reading

Resolutions - None

Other Items

14. Discussion and Possible Action - Housing Workshop follow-up - Consensus is needed to provide administration direction on how to proceed with housing discussion from 11-17-2025 Workshop Agenda (Mayor Noah Walker)

New Business

Ordinances

15. City Council Ordinance No. 2025-2343 (first reading) - An ordinance of the City of Lake City, Florida; amending Chapter 70, Article IV of the City of Lake City Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-96 of the City of Lake City Code of Ordinances entitled "Service Retirement Benefits; Cost of Living Adjustment" by adopting option for partial lump sum benefit; adding Section 70-106 for the purpose of purchasing prior military service; adding a new Section 70-107 for the purpose of purchasing prior police service; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Adopt City Council Ordinance No. 2025-2343 on first reading

Resolutions

16. City Council Resolution No. 2025-135 - A resolution of the City of Lake City, Florida, establishing its intent to reimburse certain project costs incurred with

proceeds of future tax-exempt financings; providing certain other matters in connection therewith; and providing an effective date.

17. City Council Resolution No. 2025-146 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Redspeed Inc., a Florida Corporation, for services relating to school zone auto speed enforcement; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the city to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

18. City Council Resolution No. 2025-154 - A resolution of the City of Lake City, Florida, amending the City budget for the Fiscal Year beginning October 1, 2024 and continuing through September 30, 2025 by increasing line items in the appropriations and expenditures of certain funds of the City; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing an effective date.

19. City Council Resolution No. 2025-155 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for administration of Federal Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

20. City Council Resolution No. 2025-161 - A resolution of the City of Lake City, Florida, authorizing the City Manager to issue trespass warnings and orders related to real property owned or leased by the City; making findings of fact in support thereof; directing the City Clerk to reflect such authorization in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such authorization in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

Members of the public may also view the meeting on our YouTube channel at: https://www.youtube.com/c/CityofLakeCity

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Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS*: Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the* ***City Manager's Office at (386) 719-5768*****.**

File Attachments for Item:

1. Baptist Women's World Day of Prayer

Proclamation

BAPTIST WOMEN'S WORLD DAY OF PRAYER
NOVEMBER 3, 2025

WHEREAS, *the Baptist Women's World Day of Prayer is observed annually on the first Monday in November, bringing together Baptist women across the United States and around the world in a unified time of prayer, reflection, and fellowship; and*

WHEREAS, *this day is organized through the Baptist World Alliance Women, representing millions of Baptist women who are committed to strengthening their faith, serving their communities, and promoting peace and understanding through prayer and compassionate action; and*

WHEREAS, *women of faith play a vital role in the moral and spiritual life of our communities, offering leadership, mentorship, and service that uplift families and contribute to the wellbeing of society; and*

WHEREAS, *on this day, Baptist women gather to pray for peace, justice, healing, and hope for all people—demonstrating the power of unity, faith, and collective prayer to inspire positive change; and*

WHEREAS, *the observance of this day serves as a reminder of the shared values of faith, love, and service that strengthen the fabric of our community;*

NOW, THEREFORE, *I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby recognize November 3, 2025, as* ***"BAPTIST WOMEN'S WORLD DAY OF PRAYER"*** *in the City of Lake City.*

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 17TH day of November 2025.

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

25-19

File Attachments for Item:

2. Minutes - October 6, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 6, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
Deputy City Clerk	Michelle Cannon

APPROVAL OF AGENDA

Mr. Carter made a motion to approve the agenda as presented. Ms. Harris seconded the motion, and the motion carried unanimously on a voice vote.

PROCLAMATIONS

1. Breast Cancer Awareness Month - October 2025

2. Red Ribbon Week - October 23-31, 2025

   Mayor Walker read aloud the proclamations for Breast Cancer Awareness Month and Red Ribbon Week.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL – None

APPROVAL OF CONSENT AGENDA

3. City Council Resolution No. 2025-136 - A resolution of the City of Lake City, Florida, appointing Christopher Lydick to serve the term in Seat "C" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2029; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

4. City Council Resolution No. 2025-139 - A resolution of the City of Lake City, Florida, adopting the Mutual Aid Agreement with the Florida Gaming Control Commission, Division of Gaming Enforcement; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.

5. City Council Resolution No. 2025-140 - A resolution of the City of Lake City, Florida, approving that certain agreement with the North Central Florida Regional Planning Council for Local Government Comprehensive Planning Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Mayor Walker	**Aye**

PRESENTATIONS

6. Gwen Lake Project Progress Update - Michael Klink, Four Waters Engineering

Mr. Klink provided members with an update on the progress at Gwen Lake via a PowerPoint Presentation.

A timeline of the project was clarified with Mr. Klink.

OLD BUSINESS

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2337. City Council Ordinance No. 2025-2337 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2337. No one asked to be heard on City Council Ordinance No. 2025-2337; therefore, Mayor Walker closed the public hearing.

7. City Council Ordinance No. 2025-2337 (final reading) - An ordinance of the City of Lake City, Florida, repealing in its entirety Ordinance No. 2025-2316 that declared for a period of one year a moratorium on the acceptance and consideration of applications for land use actions or permits for buildings to be used as dwellings where such buildings are constructed in accordance with codes other than the Florida Building Code; making findings of fact in support

thereof; providing severability; repealing all ordinances in conflict; providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2337 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

NEW BUSINESS

Ordinances

8. City Council Ordinance No. 2025-2340 (first reading) - An ordinance of the City of Lake City, Florida, concerning Code Enforcement and Forgiveness of Code Enforcement Liens amending the definition of "violator" in Chapter 2, Article X, Section 2-413 of the City of Lake City, Florida Code of Ordinances; providing for lien forgiveness and forgiveness of fines and liens associated with Code Enforcement proceedings by amending Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances; providing for severability; providing for codification and scrivenor's errors; providing for conflicts, and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2340 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

9. City Council Ordinance No. 2025-2342 (first reading) - An ordinance of the City of Lake City, Florida, relating to the presence of minors in businesses selling alcoholic beverages; repealing Chapter 6, Section 6-5 of the City of Lake City Code of Ordinances in its entirety; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2342 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

Resolutions

10. City Council Resolution No. 2025-137 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Insituform Technologies, LLC, a Delaware Limited Liability Company, for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-137. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

11. City Council Resolution No. 2025-142 - A resolution of the City of Lake City, Florida, approving an amendment to that certain Advanced Metering Infrastructure Agreement between the City and Sensus USA, Inc., a Delaware Corporation, for software upgrades relating to meter readings for the Utility Department; making certain findings of fact in support of the City approving said agreement; correcting information provided in Resolution No. 2025-123 adopted by the City Council on September 3, 2025; recognizing the authority of the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-142. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Mayor Walker	**Aye**

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY:

City Manager Don Rosenthal – Mr. Rosenthal deferred to Assistant City Manager Dee Johnson who provided members with a legislative agenda update.

City Attorney Clay Martin – None

Deputy City Clerk Michelle Cannon – None

COMMENTS BY COUNCIL MEMBERS

Chevella Young – Ms. Young commended Ms. Harris on the successful Coat Give Away.

Council Member Ricky Jernigan – Mr. Jernigan thanked Ms. Harris and Ms. Young for their support in the decision making of the City selecting a new Property and Casualty Insurance Company; thanked the Finance, Procurement, City Administration, and Human Resources Departments for their work on this Item; offered thoughts and prayers to City Clerk Staff Member, Liz Gall and the family of Cortez King; thanked the Lake City Police and Fire Departments, and City Department Heads for all they do.

Council Member James Carter – None

Council Member Tammy Harris – Ms. Harris reported the Warming Heart Coat Giveaway held on October 4, 2025, was a success and thanked those who were able to stop by and those who contributed; she also thanked Human Resources Director BillieJo Bible for her presentation on the insurance item discussed at the last council meeting; and congratulated Mr. Carter on the upcoming birth of his daughter.

Mayor Noah Walker – Mayor Walker wished his wife a happy birthday; reminded members of National Night Out being held Tuesday, October 7th from 5;00 PM until 8:00 PM; thanked Executive Director of Utilities Steve Brown and Public Works for their job on tree trimming in the downtown area; expressed excitement for the Gwen Lake Project; and offered thoughts and prayers to the family of Cortez King.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 6:38 PM.

_____
Noah Walker, Mayor/Council Member

_____
Michelle Cannon, Deputy City Clerk

File Attachments for Item:

3. Minutes - October 20, 2025 Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on October 20, 2025, beginning at 5:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

CALL TO ORDER

PLEDGE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member	Noah Walker
City Council	Chevella Young – tardy
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Assistant Chief Andy Miles
City Clerk	Audrey Sikes

ITEMS FOR DISCUSSION

1. Mobility Plan & Mobility Fee Presentation – Project Manager Lauren Rushing, AICP – NUE Urban Concepts

   Ms. Rushing presented members with a proposed Mobility Plan and Fee PowerPoint Presentation.

   Ms. Harris spoke in support of more enhancements north of downtown.

   Mr. Carter spoke in support of the mobility plan.

   Ms. Young inquired about the timing of business growth further north of town.

   Mr. Jernigan verified there would be no fee on existing residents.

   Growth Management Director Scott Thomason reminded members of the upcoming Community Redevelopment Area (CRA) Plan Open House being held at Richardson Community Center next week.

   Planning Technician Robert Angelo reported this plan would be updated every five years.

   Due to time constraints, another workshop will need to be scheduled to continue this presentation item by Ms. Rushing.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 5:57 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

4. Minutes - October 20, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 20, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM Council Workshop – Mobility Fees

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Tammy Harris

ROLL CALL

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

APPROVAL OF AGENDA

Mr. Jernigan made a motion to approve the agenda as presented. Mr. Carter seconded the motion, and the motion carried unanimously on a voice vote.

PROCLAMATIONS

1. Florida City Government Week - October 20-26, 2025

   Mayor Walker read aloud the proclamation for Florida City Government Week.

PUBLIC COMMENT

- Lakeshia Bell

APPROVAL OF CONSENT AGENDA

2. Minutes - September 3, 2025 Rescheduled Regular Session

3. Minutes - September 15, 2025 Regular Session

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

4. Mixed Use Density and Zoning - Planning Technician Robert Angelo

Mr. Angelo presented to members a new zoning classification.

OLD BUSINESS

Other Items

5. Lake Shore Hospital/Meridian Update (City Attorney Clay Martin)

Attorney Martin provided a brief update on Lake Shore Hospital.

NEW BUSINESS

Resolutions

6. City Council Resolution No. 2025-138 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 019-2025 for the maintenance and repair of traffic signals and signage within the City; awarding said bid to B & B Contractors of Florida, Inc., a Florida Corporation, at a cost not to exceed $150,000; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-138. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

7. City Council Resolution No. 2025-143 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and In Depth, Inc., a Florida Corporation, for water tank cleaning, assessments, and repair at the City's Water Treatment Plant; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2025-143. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Harris	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Mr. Carter	**Aye**
Mayor Walker	**Aye**

8. City Council Resolution No. 2025-144 - A resolution of the City of Lake City, Florida, approving the City of Lake City Legislative Agenda for the 2026 Session of the Florida Legislature; providing direction to the City Manager; providing direction to the City Clerk; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-144. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY:

City Manager Don Rosenthal – Mr. Rosenthal reported the City was in final negotiations for the Five Points property with a purchase price of $200,00.00 and explained the purchase price was being split between the City and the County at $100,000.00 each. He requested permission for the City Attorney to prepare a resolution for the next meeting.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – Ms. Sikes gave a shout out to Nikki Starling and Liz Gall in the City Clerks Office for all their hard work and efforts on the Warming Hearts Coat Giveaway held on October 4th; thanked Nikki Starling, Terri Phillips, and Laney Grinstead for helping with the City Clerks Booth at the Family Field Day on October 11th; on behalf of Liz Gall expressed her heartfelt thanks and gratitude to fellow City employees who sent personal condolences, beautiful flowers, texts, cards, and well wishes during her time of need while she cared for her father until his passing; and congratulated Council Member Carter and his wife Jenna on the birth of their daughter, Magnolia.

COMMENTS BY COUNCIL MEMBERS:

Council Member Young – Ms. Young thanked staff who participated and helped at Family Field Day on October 11th and introduced new Principal Planner Richard Benderson.

Council Member Jernigan – Mr. Jernigan thanked Lake City Police and Fire Departments for what they do and offered condolences to Liz Gall of the City Clerks Office.

Council Member James Carter – Mr. Carter clarified his thoughts on the recycling center located in downtown; offered condolences to Liz Gall of the City Clerks Office; and announced the birth of his daughter Magnolia.

Council Member Tammy Harris – Ms. Harris addressed Mr. Carter about the recycling center being located in downtown; offered prayers to Mr. Jernigan and his family as his brother was in the hospital; and directed the City Manager to remove the shrubs located around City Hall.

Mayor Noah Walker – Mayor Walker offered prayers to Mr. Jernigan's brother; congratulated Mr. Carter on the birth of his daughter; offered condolences to Liz Gall of the City Clerks Office; highlighted past events held downtown: Ghouls Night Out, Family Night Under the Lights, Warming Hearts Coat Giveaway, and National Night Out; announced upcoming events: Trunk or Treat on October 25, 2025 and the DEA National Drug Takeback on October 25, 2025; Friday, October 24, 2025 was the Columbia County High School Homecoming Parade; and a Community Redevelopment Area (CRA) Plan Open House on October 29, 2025 from 6:00 PM until 8:00 PM.

ADJOURNMENT

Having no further business, Mayor Walker adjourned the meeting at 6:45 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

5. City Council Resolution No. 2025-150 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Motorola Solutions, Inc., an Illinois Corporation, for watchguard equipment and services to be utilized by the Lake City Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Watchguard -Video-As-A-Service (Piggyback - Sourcewell)

DEPT / OFFICE: Police Department

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Chief Butler	10/10/2025

Recommended Action:

Approve a piggyback contract for Watchguard equipment and services offered by Motorola Solutions.

Summary Explanation & Background:

Sourcewell allows local government to piggyback off contract Watchguard 10122. The contract was awarded to Motorola Solutions Inc. The term of this contract is in effect until December 15, 2027, with option for up to three (3) additional one (1) year renewals. This contract will be used to provide body worn cameras and video cloud services to the Police department. This will be uniformed with the current existing equipment.

Alternatives:

Decline to piggyback.

Source of Funds:

001.11.521-060.64 (Budgeted line item for FY2026)

Financial Impact:

1st year FY2026:$33,430.00; 2-5 years will be $113,400.00 each year. Total: $487,030.00.

Exhibits Attached:

Piggyback Contract (Motorola Solutions), Quote, Notice to Proceed

CM/rrp
10/16/2025

RESOLUTION NO 2025 - 150

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND MOTOROLA SOLUTIONS, INC., AN ILLINOIS CORPORATION, FOR WATCHGUARD EQUIPMENT AND SERVICES TO BE UTILIZED BY THE LAKE CITY POLICE DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City by and through the Lake City Police Department (the "Department") has a need for body worn camera equipment and services (the "Products & Services"); and

WHEREAS; Sourcewell, a Minnesota government unit and service cooperative ("Sourcewell"), negotiated a contract with Motorola Solutions, Inc., an Illinois corporation (the "Vendor") to supply the Products & Services pursuant to Solicitation Number 101223; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products & Services by Sourcewell; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products & Services on such terms and conditions as the Vendor has contracted with Sourcewell; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor to provide the products and services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should

be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

Motorola Solutions Inc
500 W Monroe Street
Chicago, IL 60661

(the "Vendor").

WITNESSETH:

WHEREAS, on **January 31, 2024, Sourcewell** (the "Original Procuring Government") awarded **RFP: 101223** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal 3010741, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

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iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the original procurement bid and contract documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract

EXHIBIT-NOT FOR EXECUTION

should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **December 15, 2027.** The Original Procurement Bid and Contract provides for three **(3) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

   Exhibit "F" as in the original bid documents.

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

EXHIBIT-NOT FOR EXECUTION

a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

d. Upon completion of this Agreement, 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 Agreement, 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 Agreement 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

EXHIBIT-NOT FOR EXECUTION

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

EXHIBIT-NOT FOR EXECUTION

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Motorola Solutions, Inc.

_____

By _____, its

_____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

EXHIBIT-NOT FOR EXECUTION

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT "A"

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Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (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 Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories 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 December 15, 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 warranties for Equipment, Products, and Services furnished are set forth in Supplier's then-current Motorola Solutions Customer Agreement which will be made available to Participating Entities at the time of purchase. 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.

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

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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.

Freight, title and risk of loss terms will be as set forth in Supplier's then-current Motorola Solutions Customer Agreement, and related addenda, as applicable, which will be made available to Participating Entities at the time of purchase.

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:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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 in the United States. 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

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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 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. Supplier will require the use of Supplier's then-current Motorola solutions Customer Agreement, and related addenda, 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 or state laws or regulations prohibit the purchase or change the Participating Entity's requirements.

In the event of termination under this subsection 6.D the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed prior to the date of the termination.

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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

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

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- 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 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.

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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.

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, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Supplier's indemnification obligations under this Contract are excluded from this provision. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROJITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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Supplier's obligations to indemnify or hold harmless Participating Entities will be as set forth in Supplier's Motorola Solutions Customer Agreement and related addenda.

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.

   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.

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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.

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.

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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 unless a force majeure event causes the default):

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

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:
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

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broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, 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.

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 indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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.

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.

Limits:
$2,000,000 per claim
$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.

Limits:

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$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.

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 include 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

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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.

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

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Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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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). 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.

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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 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

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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.

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	Motorola Solutions, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Norberto Colon 9AC8D7AC03B5427...
By: _____	By: _____
Jeremy Schwartz	Norberto Colon
Title: Chief Procurement Officer	Title: VP Sales MSSSI
Date: 1/31/2024 | 1:58 PM CST	Date: 1/31/2024 | 1:27 PM CST

Approved:

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Motorola Solutions Inc.
Address:	500 West Monroe Street Chicago, Illinois 60661
Contact:	Sarah Saunders
Email:	sarah.saunders@motorolasolutions.com
Phone:	972-523-3363
Fax:	214-383-6703
HST#:	36-1115800

Submission Details

Created On:	Monday September 18, 2023 11:09:28
Submitted On:	Thursday October 12, 2023 11:54:38
Submitted By:	Norberto Colon
Email:	norberto.colon@motorolasolutions.com
Transaction #:	9a59db4b-4a23-4e99-a7dc-54f75aca0b7b
Submitter's IP Address:	108.84.197.216

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")	Motorola Solutions, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Motorola Solutions, Inc. and Vigilant Solutions, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Motorola Solutions, Inc. and Vigilant Solutions, LLC.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78205	*
5	Proposer Physical Address:	500 W. Monroe, Chicago IL 60661	*
6	Proposer website address (or addresses):	https://www.motorolasolutions.com/	*
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):	Norberto Colon, VP Sales, MSSSI norberto.colon@motorolasolutions.com 216-956-9120	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Norberto Colon, VP Sales, MSSSI 12430 Plaza Drive Parma, Ohio 44130 norberto.colon@motorolasolutions.com 216-956-9120	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sarah Saunders, MV Presales Business Manager 500 W. Monroe, Chicago IL 60661 551-264-1705 sarah.saunders@motorolasolutions.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	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.	Since 1928, Motorola has proudly served the public safety and government markets by providing reliable, mission critical communications systems, products and services. Although many companies have entered the market over the past 90-plus years , Motorola remains the market leader with a sole focus on the public safety industry. As part of expanding its Video Security and Analytics technology platform, Motorola acquired WatchGuard Video, Inc. (WatchGuard) in July 2019. WatchGuard was founded in 2002 and began full production of its mobile video products in September 2005, with initial shipments of the in-car solution beginning in October 2005. WatchGuard began deploying wearable cameras to law enforcement agencies in 2010. We currently have approximately 8,000 law enforcement agencies as body-worn and in-car camera customers, with over 115,000 mobile DVR systems in the field.	*
11	What are your company’s expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going through a separate bid/RFP process	*

12	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.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
13	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
14	What is your Canadian market share for the solutions that you are proposing?	We do offer products and services in Canada. "Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. (“Motorola”) is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola’s most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*

16	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?	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 400 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturer's Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires its representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola. Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience. The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery. From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers. Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with various training and certifications. The Motorola specific training consists of a combination of both online and instructor led training. The instructor-led training includes lab work where the technician gets hands-on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Surveillance systems would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity .	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Company Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer We've been consistently recognized for our commitment to inclusion and diversity , as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity , 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation Our products and solutions are consistently recognized for excellence in design. To date, we'v e earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company -overview/recognition.html	*
20	What percentage of your sales are to the governmental sector in the past three years	Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing “ purpose-built” solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx	*

21	What percentage of your sales are to the education sector in the past three years	Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing " purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectiv ely. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx	*
22	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?	Motorola Solutions holds numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are some of our other top valued frame agreements.	*
23	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?	Motorola Solutions does not have a direct GSA contract for Surveillance products.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Bettendorf, Iowa	Lt. Andrew Champion	563-529-3298	*
Eddy County, New Mexico	Lt. Amy Douglas	575-887-7551	*
City of Salem, OR	Rain Fields	503-763-3452	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various	Government	Pennsylvania - PA	Public Safety Surveillance	Various	$420,975	*
Various	Government	Indiana - IN	Public Safety Surveillance	Various	$409,309	*
Various	Government	Tennessee - TN	Public Safety Surveillance	Various	$351,662	*
Various	Government	Texas - TX	Public Safety Surveillance	Various	$268,740	*
Various	Government	Iowa - IA	Public Safety Surveillance	Various	$144,099	*

Table 6: 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 *	

26	Sales force.	Motorola Solutions has a direct sales force in the United States of over 400 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represent our total sales force. We have a presence in all 50 states in the US and in all 10 provinces in Canada.	*
27	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufacturer Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives.	*
28	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders placed by a direct sales team or by one of our MR's will be placed with Motorola Solutions. Our MR's have access to similar ordering tools so that experience of the customer is seamless regardless of the sale being initiated by a Motorola Solutions direct employee or one of our MR's	*

30	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.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, My View Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customers and meeting our commitments that go back decades.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Motorola Solutions will be fully servicing all Federal, Provinces, and government and education entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Motorola Solutions will be fully serving all Federal, State, and government and education entities. With the United States and Canada.	*
34	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?	Within the United States, we will be fully serving all Federal, State, and government and education entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. (“Motorola”) asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	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.	Motorola Solutions has a strong and well-established Sales and Marketing function. It is organized into several teams: Global Product Marketing: responsible for promotion of individual products and solutions. Regional Customer Insight Marketing: responsible for marketing campaigns tailored to customer needs. Field Marketing: responsible for sales enablement and account-based marketing. Direct Sales: responsible for engaging with larger agencies and custom-designed deployments. Channel Sales: responsible for managing smaller customers, or those who need a more local presence. Selected products are also available through our Avigilon-branded channel partner networks. We undertake to promote our products, solutions and services to everyone in the Sourcewell program. Regional CI Marketing will review the list of participating agencies and reach out to them individually and collectively to promote our public safety video security solutions. Our Field Marketing and Events teams will ensure that prospective customers have access to product demos, either on-premises or at one of our customer experience centers in Chicago IL, Dallas TX, Vancouver BC or Fort Lauderdale FL. The Global Product Marketing team will publish case studies of customers around the world who have deployed our solutions with successful outcomes. We will make these customers available for direct consultation with Sourcewell participating agencies wherever possible. All leads will be passed to our Direct and Channel Sales Teams for further development.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions uses multiple channels of communication to reach our markets. We maintain official corporate social media channels on Facebook, LinkedIn, Instagram, YouTube and X. We also encourage our employees to post content on their own social media accounts, and to engage customers and prospects on social media wherever appropriate. The company has websites available worldwide, segmented into 4 different regions and translated into 12 different languages. We are continually monitoring and optimizing the performance of the pages, to ensure that we reach the maximum possible audience. Visitors can use the on-page chat feature for immediate information, or the “contact us” links to request a callback. We host a blog (https://www.google.com/url?q=https://blog.motorolasolutions.com/en_us/&sa=D&source=docs&ust=1697125837311213&usg=AOvVaw2mygvGahzKj-RuUzwu5HA4) on our website, where industry experts regularly post insights and best practices regarding the deployment of our technology. Within the Support portal, there is also a community area, where our customers can exchange ideas, share information, and request technical guidance. Our marketing call center uses data on public contact lists to reach out to agencies who may benefit from our technology. Those who express interest are passed to our sales teams for follow-up. We use our digital campaign tools to send regular updates to buyers on new products, new commercial offers, and periodic promotions. For more information, they are directed to campaign pages, where they can download white papers, buyers’ guides and FAQs in exchange for their contact information. Post-sale, we have a well-developed product update communication process that ensures customers stay up-to-date with the latest features and enhancements on products they have purchased.	*
38	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?	We would appreciate Sourcewell’s assistance in promoting the community benefits associated with successful deployments of Motorola Solutions technology. We propose creating short case study videos that could be published on Sourcewell’s News page (https://news.sourcewell-mn.gov/), for other agencies to view. Our sales process already includes several cooperative purchasing organizations, and we are confident that we will be able to give excellent service to all Sourcewell participating agencies.	*
39	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.	At present, none of our mobile video products are available through an e-commerce system. We maintain an online shop (https://shop.motorolasolutions.com/) for some of our radio products and accessories, and may choose to add mobile video products to it in the future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	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.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training in never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
41	Describe any technological advances that your proposed products or services offer.	Record-After-The-Fact™ Both V300 and V700 body-worn cameras as well as the M500 in-car video system offer the benefit of Record-After-The-Fact. These devices can be configured to constantly buffer video to their internal storage in addition to recording triggered events. When a recording trigger is activated, the device automatically stores the event alongside the Record-After-The-Fact footage. This gives the Department a very secure and redundant way to store video. Most video systems are able to have pre and post event recording, which adds about 60 to 120 seconds on to the front or back of a recorded event. Record-After-The-Fact however, literally gives the Department the ability to go back in time to recover video from both the in-car cameras and body camera that did not previously initiate a recording. If a critical event occurs and no recording triggers were active, the Department can still go back and capture the video from these devices. Peer-Assisted Recording When configured, an activated VB400 camera will put out a Bluetooth trigger beacon so that an unactivated camera that enters the area will start a recording when it comes within an agency-defined proximity radius.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
45	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?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: 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 *	
46	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for technicians to respond on site. Subscriber warranty is provided through our repair depot.	*
49	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?	Within the United States and Canada we are able to serve all geographic regions	*
50	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?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
51	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
52	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Motorola Solutions standard payment terms are Net 30. Accepted payment methods include physical checks, wire transfers, Automated Clearing House (ACH) transfers, and credit card payments.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Motorola Solutions does provide leasing options through Motorola Customer Financing that can be match funded or advance funded depending on a customer's financial objectives.	*
55	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.	Terms and conditions will be governed by the contractual documents provided including the Motorola Solutions Customer Agreement and applicable addenda. The purchaser's ordering document must reference the Sourcewell Motorola Contract to incorporate these terms and conditions. Additional transaction documents will be dependent on the equipment and/or services quoted.	*
56	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?	P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.	*

Table 11: 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 *	
57	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 pricing model we are using in this RFP response is showing percentage discounts off of MSRP price for each product category. Our categories are known as Accounting Product Categories or “APCs”. The details can be found in the pricing section that has been uploaded with our response.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in our pricing is reflective of a percentage off MSRP. Discounts vary based on each product category.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the quote /project.	*
60	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.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
61	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.	Each opportunity is unique and may require a custom quote for these services.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is included for most products. For those where it is not included, shipping cost will be specifically identified on the quote. Shipping terms are FOB Shipping.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska, Hawaii or Canada. We currently have customers in all 3 of these locations and can ship to them.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing offered in this proposal varies based on the solutions / items and scope selected by the customer. In some cases it's the same we offer municipality, university, school districts or other GPOs, cooperative procurement organizations, or state purchasing departments but oftentimes if better.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	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.	In Motorola's order entry process, each order requires a contract number prior to order submission. This contract number will be specific to Sourcewell, and will be used to track the sales volume associated with the contract. This is the same tried and true method we have used to track and report sales via the NASPO, HGAC contracts for over a decade. We currently use this method for our various Sourcewell contracts.	*
67	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.	It is in Motorola's best interest to source as much business as possible through Sourcewell. Sourcewell will help provide beneficial pricing to the customers and a clear procurement path. We will determine the success of using the Sourcewell contract by measuring the sales volume against other less established contract procurement vehicles that are currently in place at Motorola.	*
68	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.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	At Motorola Solutions, our history of innovation for public safety is part of who we are. Motorola Solutions believes that transparency in public safety starts with every police officer being outfitted with a body-worn camera, and that it should be as commonplace as the badge they wear. The proposed products all have the common goal of providing agencies with a fully unified solution and ecosystem. The goal of Motorola Solutions' technology umbrella is to provide best-of-breed products capable of integrating to reduce the steps in the officer's workflow and provide automation to increase efficiency and productivity. Examples of this include integrations with the Motorola APX radios, in-car and body-worn camera activation triggers, and CAD/RMS integration (automatically associate CAD information with recorded video). These integrations allow the systems to communicate and share information to reduce the number of touch points for the officer and dispatch, which allows them to focus on the critical events at hand. The Motorola Solutions ecosystem provides an end-to-end software suite purpose built for public safety. It enables information to be entered once, at any point in your operations, and shared by everyone—from call to case closure.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In-Car Video Cameras, Body-Worn Cameras, License Plate Readers, Interview Room Systems, Evidence Management Software & Hardware Cloud, Hybrid, and On-Premise Storage Solutions.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	The proposed hardware provides a breadth of hardware solutions to fit an agency's needs.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Motorola Solutions LPR fixed or mobile cameras can be utilized regardless of the necessary location. Our offerings have the ability to be affixed to buildings, the inside or outside vehicles, and high traffic area vantage points to ensure safety	*
73	Video capable threat and weapons detection.	( ) Yes (•) No	Our current hardware and software suites do not provide the ability to utilize AI visual threat and weapons detection, though may be a feature available in future offerings.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Our offering includes several related and complementary equipment/software such as chargers, mounts, brackets, cables, microphones, DEMS software and streaming software. Any service and related accessory related to our Public Safety Surveillance solution is included.	*
75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(•) Yes ( ) No	Our offering includes all of the above.	*
76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Our offering includes all of the above.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	Our offering includes all of the above.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Our Body-Worn and In-Car Video Camera data security features include: Encryption of data at rest and in transit. CJIS compliance. FIPS-140-2 compliance. Data security is elevated with encryption at rest and in transit technology. Video, audio and metadata is encrypted at rest and in motion using FIPS-140-2 compliant encryption. Motorola Solutions body-worn solutions will not allow users to save or download videos directly from the camera to a USB or other external drive/device. There are no cables that directly connect to the camera. Video may only be accessed for downloading and saving when the camera is connected to its paired DEMS environment.	*

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information. CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to its associated Digital Evidence Management System. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient. Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.
80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Motorola has several APIs on hand that allows integration with other third party CAD and RMS systems to allow searching, tagging, etc. Our professional service team engages with the utilized CAD vendor to discuss the integration. When paired with our in-car camera system, the V300/V700 recordings automatically inherit the properties, including the event tag(s) of the in-car recording. CAD/RMS integration is also available to allow auto tagging. Aside from customizations of standard system options, customers have the ability to request API customization for CAD and RMS integration with third party vendors. Motorola offers our own CAD and RMS solutions which can be integrated as one "ecosystem" ensuring compatibility and long term support. Available metadata includes: Date / Time GPS Officer Name Event Category Badge ID Stream Quality Unit / Camera ID Time Zone Software Version Serial Number MAC ID Battery Level Temperature Power On Power Off Record Start Record Stop Docked/Undocked Covert On / Off
81	Describe how your system allows for secured sharing of videos – file sharing systems.	Motorola Solutions' DEMS provides multiple means and workflows for sharing digital evidence with internal users, external partners and prosecuting agencies to meet an entity's procedures and requirements. Internal sharing can be utilized with individual named users or user groups defined by the user's organization. External sharing of assets can be accomplished in the same manner, with individual external users and user groups that can be managed by the customer within their own Motorola DEMS environment as part of your deployment. External link sharing allows link based shares to individuals who are not users within Motorola DEMS. Sharing allows time restricted access and permission controls for viewing annotations, viewing metadata, or ability to download content. All metadata are accessible to the user and can be viewed prior to sharing. Users can also provide permission to allow the shared user to view metadata as well.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Our on-premise DEMS solution is CJIS compliant. Our cloud solutions use the Microsoft Azure Government environment and is a CALEA and CJIS certified data center. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Pricing _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:58:55
- Financial Strength and Stability - Financial Strength and Stability _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:03
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Information _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:11
- Standard Transaction Document Samples - Standard Transaction Documents _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:19
- Upload Additional Document - Additional Documents.zip - Thursday October 12, 2023 10:00:15
- Requested Exceptions - Requested Exceptions _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 10:01:16

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. - Norberto Colon, TVP, MSSSI, Motorola Solutions, 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_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

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AMENDMENT #1
TO
CONTRACT # 101223-MOT

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Motorola Solutions, Inc.** (Supplier).

Sourcewell awarded a contract (101223-MOT) to Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services to Sourcewell and its Participating Entities, effective January 31, 2024, through December 15, 2027 (Contract).

The parties agree to amend the Contract to include Supplier's additional end-user terms and conditions for Participating Entities.

NOW, THEREFORE, the parties amend the Contract as follows:

Parties hereby enter into this Amendment No. 1 pursuant to Article 6.B. of the Contract, Motorola now provides end-user terms related to the purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services. All terms and conditions of the Agreement shall remain in full force and effect, except as modified herein solely for the purpose of the work being performed under this Amendment. If any conflicts arise due to this Amendment, this Amendment's additional/supplemental terms and conditions shall prevail over the Agreement.

1. This Amendment is effective upon the date of the last signature below.
2. Article 6. PARTICIPATING ENTITY USE AND PURCHASING B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

> B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Supplier's Motorola Solutions Customer Agreement (MCA), which is attached hereto as Attachment A, is incorporated into this Contract. 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

EXHIBIT "A"

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conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 1/27/2025 | 4:16 PM CST

Motorola Solutions, Inc.

DocuSigned by:
By: Norberto Colon
9AC8D7AC03B5427...

Norberto Colon

Title: VP MSSSI & DIRECTOR OF SALES

Date: 1/27/2025 | 6:31 PM CST

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ATTACHMENT A

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on January 31, 2024, Sourcewell and Motorola entered into a contract identified as 101223-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services ("Public Safety Video Surveillance Solutions") from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services ("Public Safety Video Surveillance Solutions") from Motorola by Customer.

Section 1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products and Services

(as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties' "**Agreement**".

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

Exhibit A "Payment" (Communications System purchase only)
Exhibit B Motorola Proposal dated _____
Exhibit C "System Acceptance Certificate" (Communications System only)

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

"**Authorized Users**" means Customer's employees, full-time contractors engaged for the purpose of

supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A "Payment" or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

"Customer Contact Data" has the meaning given to it in the DPA.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

"Fees" means charges applicable to the Products and Services.

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“Integration Services” means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

“Motorola Data” means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

“Motorola Materials” means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

“Process” or “Processing” have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services or Maintenance and SUpport Services will take place.

“Software System” means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

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"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subscription Software" means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

"Third-Party Data" has the meaning given to it in the DPA.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered "Services", as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee.

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.4. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.5. Documentation. Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

3.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

3.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.

3.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in,

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any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.9. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party . If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1. Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such

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termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

5.1. Customer affirms they have signatory authority to execute this contract. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

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Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated

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upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or

adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

6.11. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. Communications System Warranty. Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

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7.3. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

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7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or

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proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

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IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

Section 10.Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

10.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

10.3. Exceptions. Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained

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subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11.Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other

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data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

11.6. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.7. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12.Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the

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Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13.Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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Section 14.Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15.General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products,including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be

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responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically

stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: _____**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Software License Addendum

This Software License Addendum (this "**SLA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer's use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties' Agreement.

Section 2. Licensed Software License and Restrictions.

2.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a

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Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

2.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

3.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve

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issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an "on-premises Software System," where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch ("CAD") or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("CJIS") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an "on-premises Software System as a service," where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an "on-premises Software System as a service" solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

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4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1. Term. The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any

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Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

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Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this "**MVVA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MVVA governs Customer's purchase of (a) any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"), and (b) Motorola's Vigilant automated license plate recognition software and hardware Products ("**LPR Products**"). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

"**Mobile Video System**" is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key ("**CLK**") means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition ("**LPR**") refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an "**On-Premises Evidence Management System**"), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the "**System Warranty**").

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System")**, then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

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Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. "Unlimited Storage" related to Customer's purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies ("LEAs"). LPR data and where applicable, booking images, collected by the License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access Vigilant

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VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA, or (iii) any Equipment that Motorola determines

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was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer's continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer's purchase of additional access at Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX: Subject to **Section 11.1 – VaaS Term,** if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the

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Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("**LEAs**") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to

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the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

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MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this "**MSLMA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties' Agreement. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

Section 2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Proposal.

Section 3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Proposal.

3.1.3 Auto Renewal. Unless the applicable Proposal specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Proposal.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

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3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Proposal.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Proposal, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Proposal. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Proposal, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Proposal, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list

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of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 **Lifecycle Management Services**

3.2.1 The License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is _____ years, commencing on _____, 202_. The Lifecycle Management Price for the ____ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Proposal, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

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excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this MSLMA or the applicable Proposal, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the _ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the _ year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the Agreement's first year and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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Exhibit A

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

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EXHIBIT C

System Acceptance Certificate
Communications System

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT “C”

Lake City Police Department
225 NW Main BLVD Suite 102
Lake City, FL 32055

10/9/2025

To: Motorola Solutions, Inc.(“Motorola”)
500 W. Monroe St.
Chicago, IL 60661

Re: **Purchase of VaaS**
Contract Name / Number: 36874 - WATCHGUARD-SOURCEWELL 101223-MOT
Proposal / Quote Ref (required) Quote-3010741

The **Lake City Police Department** does not have a formal purchase order system. This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal / Quote **#3010741** dated for the purchase price of **$487,030.00**, subject to the terms and conditions of 36874 - WATCHGUARD-SOURCEWELL 101223-MOT.

Lake City Police Department agrees to pay Motorola Solutions “Net 30 days from receiving an invoice” for the equipment and services.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer will not issue a purchase order or other funding documentation in order to pay Motorola per this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

Payment Milestones (if any):
Year 1 and upfront costs: $33,430.00
Year 2: $113,400.00
Year 3: $113,400.00
Year 4: $113,400.00
Year 5: $113,400.00

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address:
Lake City Police Department, 225 NW Main BLVD Suite 102, Lake City, FL 32055

Invoices should reference: Quote**: 3010741**

The Equipment will be shipped to the Customer at the following address: **Lake City Police Department, 225 NW Main BLVD Suite 102, Lake City, FL 32055**

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is: **Lake City Police Department, 225 NW Main BLVD Suite 102, Lake City, FL 32055**

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact **Don Rosenthal, City Manager**

Sincerely yours,

By: _____
Don Rosenthal
City of Lake City, FL

File Attachments for Item:

6. City Council Resolution No. 2025-151 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and DataWorks Plus, LLC., a South Carolina Limited Liability Company, for livescan equipment and software to be utilized by the Lake City Police Department to aid in the identification of criminals; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Falcon RapidID Edge (Piggyback - Florida Department of Law Enforcement)

DEPT / OFFICE: Police Department

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Chief Butler	10/16/2025

Recommended Action:

Approve a piggyback contract for Falcon RapidID Edge device, software, and fingerprint scanner offered by DataWorks Plus.

Summary Explanation & Background:

Florida Department of Law Enforcement (FDLE) allows local government to piggyback off contract FDLE-001-25. The contract was awarded to DataWorks Plus on June 5, 2024. The term of this contract is in effect until June 4, 2027, with option for up to three (3) additional one (1) year renewals. This contract will be used to purchase equipment and software for the Police department. The FALCON RapidID Edge Devise is the Florida Department of Law Enforcement's (FDLE) state-of-the-art system for identifying criminals using highly accurate, real-time mobile biometric technology.

Alternatives:

Decline to piggyback.

Source of Funds:

001.11.521-060.64 (Budgeted line item for FY2026)

Financial Impact:

$41,648.00

Exhibits Attached:

Piggyback Contract (Data Works Plus), Quote, FDLE Contract/Bid

CM/rrp
10/17/2025

RESOLUTION NO 2025 - 151

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND DATAWORKS PLUS, LLC., A SOUTH CAROLINA LIMITED LIABILITY COMPANY, FOR LIVESCAN EQUIPMENT AND SOFTWARE TO BE UTILIZED BY THE LAKE CITY POLICE DEPARTMENT TO AID IN THE IDENTIFICATION OF CRIMINALS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City by and through the Lake City Police Department has a need for LiveScan equipment and software to aid in the identification of criminals (the "Products & Services"); and

WHEREAS; the Florida Department of Law Enforcement (the "FDLE") negotiated a contract with DataWorks Plus, LLC., a South Carolina limited liability company (the "Vendor") to supply the Products & Services pursuant to Invitation to Negotiate Number FDLE ITN-2420 (the "FDLE ITN"); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products & Services by the FDLE; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with the FDLE; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products in the Agreement is in the public or

community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

DataWorks Plus
728 North Pleasantburg
Greenville, SC 29607

(the "Vendor").

WITNESSETH:

WHEREAS, on **June 5, 2024, Florida Department of Law Enforcement-FDLE**(the "Original Procuring Government") awarded **FDLE-001-25 LiveScan Equipment and Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal 25-0411-01 Evolution RapidID Edge Device, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

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iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the original procurement bid and contract documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract

EXHIBIT-NOT FOR EXECUTION

should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **June 4, 2027.** The Original Procurement Bid and Contract provides for two **(3) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

   Exhibit "F" as in the original bid documents.

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

EXHIBIT-NOT FOR EXECUTION

a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

d. Upon completion of this Agreement, 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 Agreement, 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 Agreement 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

EXHIBIT-NOT FOR EXECUTION

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

EXHIBIT-NOT FOR EXECUTION

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

DataWorks Plus

_____

By _____, its

_____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

EXHIBIT-NOT FOR EXECUTION

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-001-25

This Contract, by and between DataWorks Plus, a company duly authorized to conduct business with the State of Florida, whose business address is 728 N. Pleasantburg Drive, Greenville, SC 29607 (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number FDLE ITN 2420 and the Contractor submitted a reply to Invitation to Negotiate, LiveScan Equipment and Software; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned “Contract FDLE-001-25” which shall be first in order of precedence, with exception those sections stated below):

- The Contract document;
- Exhibit 1 – FDLE-ITN-2420 and any addenda in reverse order of issuance
- Exhibit 2 – Contractor’s Price Reply BAFO, including Negotiation Topics dated May 9, 2024; and
- Exhibit 3 – Contractor’s FDLE-ITN-2420 Volume One Response, dated April 15, 2024

1. CONTRACT TERM

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following execution.

B. Renewal Term

At the option of the Department, the term may be renewed for three (3), one-year renewals. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and subject to the availability of funds.

2. STATEMENT OF WORK

The Contract shall provide LiveScan Equipment and Software as stated within Exhibit 2 Contractor's Price Reply BAFO, Tab 1, on a statewide basis for the following products:

Model Number	Model Description
LS-T-PALM-10F	Cabinet LiveScan with Palm • DataWorks Plus LiveScan Software • Thales CS 500Q LiveScan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, • Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)
LS-T-PALM-10F-D	Desktop LiveScan with Palm • DataWorks Plus LiveScan Software • Thales CS 500Q LiveScan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, • Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)

A. Additional Offerings Categories

Examples of Additional Offering Categories contained in the Contract are included in the table below. The table below is not meant to provide a comprehensive list of Products included in scope; it describes the Category types of Additional Offerings. Please note that related category items may be replaced with newer versions within the same Additional Offerings category and related discounts. The Department and the Contractor during the contract period may mutually agree to align any missing or new additional offerings or services into the Categories listed below.

Additional Offering Categories
Optional Maintenance
Additional Tenprint Capture Devices
Peripherals
Additional Software Options
Additional Training Costs (Virtual/On-Site Hourly rate)
Additional Installation Costs (Hourly rate)
Additional Customization Costs for future workflows or templates (Hourly rate)
Additional Value-Added Items

B. Ordering Information

The Contractor allows Other Eligible Users (as defined in the FDLE-ITN-2420 solicitation) to purchase from this Contract under the terms and conditions stated in the LiveScan Equipment and Software solicitation FDLE-ITN-2420. The method of order and payment (e.g. Contract, Purchase Order, or Purchasing Card) shall be selected by the FDLE or OEU. The contractor shall not deliver or furnish products until the FDLE or OEU transmits a purchasing document. There will be no minimum or maximum order amount required to place an order under this contract.

C. Quantity Discounts

The contractor is urged to offer additional discounts for one-time delivery of large single orders.

D. Payment Schedule

This is a firm fixed-price contract. Following the FDLE or OEU's receipt of deliverables as specified in any purchasing documents, issuance will be paid in the amounts provided in Exhibit 2 Contractor's Price Reply BAFO. The Contractor and FDLE or OEU shall acknowledge the receipt of delivery, installation, and training of specified deliverables.

E. Factory Service Requirements

The Contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor must provide ordering instructions. The Contractor shall promptly notify the FDLE of any changes thereto, however, the parties expressly agree that changes to the service representative list are not Contract amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one authorized service location within the State of Florida.

F. Standard Support Levels

Contractors shall provide the following levels of support under the Contract:

a. Inside delivery, with set-up, installation and training

b. Standard warranty and maintenance (minimum 36-months, including all labor, materials and transportation charges)
c. Standard manufacturer's service response
d. 30-day money back guarantee, return to Contractor, with no shipping charges or restocking fee or comparable charges when alternative product(s) purchased.

G. Delivery

Freight and inside delivery costs should be included in unit prices. Delivery is required within thirty (30) days from receipt of an FDLE or OEUs purchasing document containing complete and correct ordering information. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. Exceptions must be negotiated with the FDLE or OEUs and documented in writing. Contractors must notify the FDLE or OEUs at least seventy-two (72) hours in advance of delivery of equipment so that necessary arrangements can be made.

****One-Time Exception****

DataWorks Plus and FDLE agree to a one-time exception of sixty (60) days after receipt of a purchasing document for the bulk order purchase of LiveScan equipment and software. Under this exception, delivery, installation, and training must occur on or before September 15, 2024. Invoices shall be expedited accordingly. This exception does not set a precedent for future orders past September 15, 2024.

H. Replacement/Discontinued Models

During the term of the Contract, the Contractor may submit for consideration and approval a replacement model for any awarded item. The replacement offered must meet or exceed the original solicitation specifications and must not exceed the price of the originally awarded model. Acceptance of any replacement model is at the discretion of the FDLE.

I. Installation

The Contractor should include on-site, inside product delivery, uncrating, assembly, full installation, and removal of debris at no additional cost to the FDLE or OEUs. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEUs ordering and must be documented in writing.

Contractor must provide to the FDLE or OEUs all equipment technical requirements prior to scheduling the installation. Technical requirement information will include, but not be limited to: data connection(s); appropriate electrical wiring and power supply; communications requirements, planned interfaces to the Biometric Information Solution (BIS) and the optimum operating environment specifications for equipment performance.

J. Warranty

Contractor must provide a thirty-six (36) month warranty for parts and labor on the Live Scan Equipment and Software to be included in the cost of the equipment and/or software purchased under this Contract. The warranty period begins upon acceptance of the system by the FDLE or OEUs.

K. Maintenance

Contractor shall offer an extended maintenance program that offers preventive/remedial service for the system that commences after the initial thirty-six (36) month warranty period.

It shall be the responsibility of the FDLE or OEUs to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

L. Training and Documentation

At the time of the delivery of products or services, the Contractor must furnish the FDLE or OEUs one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEUs as they are issued by the manufacturer. Each instruction and maintenance manual must contain definitions of terms; definitions of equipment; equipment capabilities; technical descriptions of equipment operations; descriptions of malfunction identifications; troubleshooting procedures; and detailed schematic and use instructions.

Upon request of the FDLE or OEUs, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

a. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer and operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE before conducting the training.

b. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

c. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).

d. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

M. Sales Summary Report

The Contractor agrees to submit a Sales Quarterly and/or Annual Summary Report, Attachment A, to the FDLE Contract Manager in the format provided by the FDLE Contract Manager within fifteen business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30) and/or Contract-year end.

Reports must be submitted in MS Excel format. The report will include all sales (orders) from FDLE or OEUs received (associated with this contract) during the period. Initiation and submission of the Sales Summary Report is the responsibility of the Contractor without prompting or notification from the FDLE Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Sales Summary Report are as follows:

a. Contractor's name
b. Reporting period
c. Total dollar value of purchases per quarter, separated by:
    - State Agency and OEUs totals
    - Purchase order and P-Card order totals
    - Product group
d. Excel report itemizing total purchases for a period
   Shall include columns for the following information:

    - Manufacturer's name
    - Agency name
    - Product number
    - Item description
    - Product group number
    - Identify lease or purchase status
    - Unit of measure
    - Quantity
    - Manufacturer list price
    - Percentage discount taken
    - Final purchase price

   Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

3. DELIVERABLES

The deliverables and criteria for evaluating the successful completion of each deliverable are listed below:

A. Delivery Timing

The Contractor shall maintain a delivery timing rate of 95% or greater. On-time delivery is defined as delivery for standard contract orders within thirty (30) days from receipt of an FDLE or OEUs purchasing

document containing complete and correct ordering information for orders placed by 4:00 PM ET. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. The delivery timing rate is calculated by the total number of orders delivered within 30 or 60 days, as delineated above, divided by the total number of orders. Example: 99 orders delivered within 30 days/100 total orders = 99.0% on-time delivery. The Contractor shall submit to the Department the quarterly report in Microsoft Excel that details the on-time delivery timing rate.

B. Order Filled and Delivered

The Contractor shall maintain an order filled and delivered rate of 95% or greater. The order filled and delivered rate is calculated as the sum of Products filled and delivered divided by the total sum of Products ordered. The Contractor shall submit to the Department the quarterly report in Microsoft Excel that details the order accuracy and fill rate. Example: 95 products filled and delivered divided by 100 products ordered = 95%.

C. Order Accuracy

The Contractor shall maintain an order accuracy rate of 98% or greater. The order accuracy rate is calculated as the total products ordered minus the sum of mishipped Products divided by the total sum of Products ordered. The Contractor shall submit to the Department the quarterly report in Microsoft Excel that details the order accuracy rate. Example: 200 minus 4 mishipped products (196) divided by 200 product orders = 98%.

4. FINANCIAL CONSEQUENCES

The Contractor is required to meet the deliverables listed in the Contract. The Contractor is required to meet minimum service levels on standard contract orders only, special/custom orders (stand-alone, oversized items, and specialty software products). Failure to meet the specified deliverables will result in financial consequences to the Department as shown in the following chart.

Deliverable	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submission of required Sales Summary report	$0	$200	$300	$600	$1,200	$2,000
Delivery Timing Less than 95% on time	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Filled and Delivered Less than 95% filled and delivered	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Accuracy Less than 98% accurate	$0	$500	$1,000	$1,000	$2,000	$3,000

*If the Contractor fails to meet the deliverables five or more times in a 12-month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Law Enforcement in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each fiscal quarter beginning with the first full quarter of contract performance and every 3 months thereafter.

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. PUR 1000 – General Contract Conditions

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this Contract. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. American with Disabilities Act (ADA) Civil Rights Compliance

Contractor represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Contractor will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. Best Pricing

During the Contract term, if the Contractor sells substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price.

5. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

6. Confidential Information

Confidential Information" means information or materials provided by one party to the other which are: i) in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the

specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from Contractor, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

Contractor is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. Contractor is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

7. Contract Manager

The Department's Program/Regional Contract Manager for this Contract shall be:

Name:	Robert Durrance
Title:	Government Analyst II
Street Address:	2331 Phillips Road
City/State/Zip:	Tallahassee, FL 32308
Phone Number:	850-410-7135
Email:	RobertDurrance@fdle.state.fl.us

8. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

9. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

10. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

11. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

12. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five

(5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non- binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

13. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

14. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. E-Verify

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party

may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

The website for E-Verify registration may be located at Home (e-verify.gov)

16. Federal Grants

If applicable, the obligation of the FDLE to make payments under this Agreement may be contingent upon the availability of federal grant funds. FDLE and Contractor anticipate that payment for the complete performance of this Agreement may require renewal (extension) of currently available Grants. Therefore, FDLE will apply for six-month extensions of the applicable Grants as soon as such applications may be submitted under Federal rules and policies, but in no event earlier than ninety (90) days prior to the expiration of the applicable Grants. Acknowledging that FDLE will use its best efforts to assure that adequate funding is available for the payments due Contractor upon acceptance of Deliverables, Contractor agrees that it will not look to a funding source other than the applicable Grants for payment under this Agreement. FDLE will, within five (5) business days, notify the Contractor if it learns that applicable Grants will in fact not be sufficient to pay all amounts owed and expected to be owed under the Agreement. Upon such notification, FDLE will cooperate with the Contractor to ensure that no Deliverables for which payment cannot be made are forthcoming, and will issue a Stop Work Order unless otherwise agreed by the Parties. In such event, FDLE will nonetheless use best efforts to ensure the Contractor is paid for unpaid Services and COTS Products provided by the Contractor and accepted by FDLE in accordance with the SOW. Notwithstanding the foregoing, the Contractor agrees that FDLE will not be liable to the Contractor for any claim or action arising under or in connection with the Contractor's products and services provided under this Agreement in an amount in excess of FDLE's available grant funding.

17. Financial Consequences for Contractors Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

18. Force Majeure, Notice of Delay, and No Damages for Delay

Neither party will be liable to the other for any delay or inability to perform its obligations under this Agreement or otherwise, including relief from affected service levels, if such delay or inability arises from any act of God, fire, natural disaster, act of government, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, manufacturer's shortages or constraints of parts, products, labor (other than a party's own workforce) or any other cause beyond the reasonable control of such party, whether or not foreseeable. In the event of such a delay or inability to perform, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform,

plus an additional reasonable period to recommence performance. If a force majeure event continues to prevent a party's performance for more than 30 days, the other party may terminate this Agreement upon written notice.

19. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

20. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

21. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statues. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
PO Box 1489
Tallahassee, Florida 32302
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

22. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

23. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party’s order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

24. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

25. Non-Material Errors

Contractor and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

26. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between Contractor and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

27. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

Name:	Lisa Cole
Title:	Dir. of Business
Street Address:	728 N. Pleasantburg Drive
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	lcole@dataworksplus.com

28. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

29. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall 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 the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

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 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

30. Right to Audit

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

31. Renewal

There shall be no automatic renewal of this contract. This Contract may be renewed for a period up to three (3) years or for a period no longer than the original term of the contract. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

32. Scrutinized Companies List (applies to all contracts)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

33. Scrutinized Companies Lists (applies only to contracts for $1 million or more)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

34. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

35. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

36. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

37. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

38. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits.

39. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statues, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

40. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

41. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

42. Warranty of Authority

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

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

DataWorks Plus	Florida Department of Law Enforcement
Rick Johnson	Sharon Wester
Signature	*Signature*
Rick Johnson	Sharon Wester
Print Name	*Print Name*
Vice President	Business Support Director
Title	*Title*
05/30/2024	5/6/2024
Date	*Date*

Attachment A

Florida Department of Law Enforcement Sales Summary Report
FDLE Contract #FDLE-001-25

Contractor Name: DataWorks Plus

Quarter and/or Annual Reporting Period: _____

Total dollar value of purchases for this reporting period

State Agency and OEUs totals: _____

Contract, Purchase Order, and P-Card order totals: _____

Manufacturer Name	Agency Name	Product Number	Item Description	Product Group Number	Unit of Measure	Quantity	Manufacturer List Price	Percent Discount Taken	Final Purchase Price

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Business Support
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

DATE: April 1, 2024

SOLICITATION NUMBER: FDLE ITN 2420

SOLICITATION TITLE: LiveScan Equipment and Software

REPLY OPENING: April 15, 2024

ADDENDA NUMBER: One (1)

This addendum serves as notice of responses to questions received from potential Vendors relevant to the Invitation to Negotiate (ITN) and amended attachments from the original ITN document.

Replace the Original ITN Attachment H Technical Reply Instructions and Evaluation Criteria Sections 2.2.2, 2.2.3, 2.2.4. and 2.2.5 with the attached.

Replace the Original ITN Attachment K Price Reply Sheet with the Amendment Attachment K Price Reply Sheet, attached separately.

Replace the Original ITN Attachment L Draft Contract with the attached.

All other terms and conditions of the FDLE-ITN-2420 remain unchanged.

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Business Support
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

THIS ADDENDUM NOW BECOMES PART OF YOUR REPLY RESPONSE.
THE ADDENDA ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED, AND RETURNED WITH THE REPLY RESPONSE.

ADDENDA ACKNOWLEDGEMENT

COMPANY NAME: DataWorks Plus, LLC

FEDERAL TAX IDENTIFICATION NUMBER: 57-1104887

ADDRESS: 728 N. Pleasantburg Drive

CITY: Greenville **STATE:** SC **ZIP:** 29607

AUTHORIZED REPRESENTATIVE: Rick Johnson **TITLE:** Vice President

AUTHORIZED SIGNATURE: Rick Johnson **DATE:**

PHONE: 864-672-2780 **EMAIL:** rjohnson@dataworksplus.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTE 120.57(3) OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 FLORIDA STATUTES.

ATTACHMENT B

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

WRITTEN ANSWERS TO QUESTIONS

FDLE ITN 2420
LiveScan Equipment and Software

All written questions are reproduced in the same format as submitted by the Vendor.

Question #1	We respectfully ask if FDLE will allow bidders to submit electronic submissions of their responses for ITN 2420, versus submitting hard copy documents via courier? This was a question asked during the Pre-Reply Conference held on March 13, 2024. Would it be possible to submit electronic responses directly to Angela Githens or through the Florida Marketplace website?
Answer #1	The FDLE will not accept electronic replies. Please submit replies according to the instructions in Section 3.1.19 of the ITN.
Question #2	We respectfully ask if FDLE would extend the submission deadline by two weeks? This will allow for bidders to make necessary revisions to their responses based on answers to bidder's questions.
Answer #2	No. Due to time constraints, an extension will not be granted for this ITN. Proposals may be refined during the negotiation process, however.
Question #3	Do we have to have current certification with FDLE for each type of livescan device to be considered for the demonstration period with FDLE?
Answer #3	No. FDLE does not certify criminal or applicant tenprint devices.
Question #4	Does a vendor need to have all the different types of livescans to be considered for this ITN? (i.e. is it you must have all types to qualify?)
Answer #4	The FDLE is only requesting one (1) type of device, the Tenprint Capture Device.
Question #5	What is the estimated number of each type of livescan that are in the state of Florida that are considered life cycled?
Answer #5	There are over 100 LiveScans in the state that we estimate have reached end of life.
Question #6	What are all the different agencies that could possibly purchase from this contract?
Answer #6	The Florida Department of Law Enforcement, The State, or any State of Florida governmental department, division, county, bureau, commission, district, or municipality (to include local Sheriff's Offices, county jail facilities, and Police Departments).

Question #7	While reading the ITN I saw the following requirement on page 48: w. The system must have an operator “panic button” which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password. Is the intent to force software to have some special onscreen button? Or is having the standard ability to click “Close” and save all work sufficient?
Answer #7	Respondents should propose the best solution within their product. However, the intent of this requirement is to provide the LiveScan users an ability to quickly lock down the LiveScan screen in the event of an emergency. This is especially important for criminal LiveScans located within county jail facilities. Any option allowing a user to lock down the LiveScan screen with minimal effort will meet this requirement.
Question #8	Regarding ITN Page 16 - TECHNICAL REPLY SUBMISSION LAYOUT: TAB 5:VALUE-ADDED SERVICES Should respondents use price sheet tab “ADDITIONAL OFFERINGS” in ATTACHMENT K - Price Reply Sheet for these “Value-Added” items? If not, would FDLE consider adding an additional Price Sheet tab in ATTACHMENT K - Price Reply Sheet? If not, please provide pricing and description format instructions that respondents should use for “Value-Added” products and services.
Answer #8	Yes.
Question #9	Regarding ITN Pages 25-26 – SECTION 3.4 – PRICE REPLY Section 3.4 – PRICE REPLY denotes the following pricing evaluation formula: (M x L) / A = P M = Maximum Points Available for the Price Reply (= 30 points) L = Lowest responsive Price Reply A = Actual Price Reply for each of the other responding Respondents P = Points Awarded to each of the other responding Respondents ATTACHMENT K - Price Reply Sheet provides the opportunity for each Respondent to offer multiple solutions in each category (Tenprint, Additional Offerings). For example, Respondent 1 may have 10 entries, Respondent 2 may have 5 entries and respondent 3 may have 3 entries. Please explain how “L = Lowest responsive Price Reply” AND “A = Actual Price Reply for each of the other responding Respondents“ will be determined/calculated in a fair manner.
Answer #9	The FDLE is only requesting one (1) type of device, the Tenprint Capture Device. Additional Offerings are not included in the Price Reply determination. See Section 3.4 Price Reply. The lowest total contract price including renewal year options.
Question #10	Regarding Full ITN PDF File If possible, would FDLE be willing to provide a copy of the full ITN document in Microsoft Word format?
Answer #10	The PDF file can be converted into Microsoft Word.

Question #11	Regarding ATTACHMENT H, Section 2.1.2, Standards, Item j. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint. **Our Question:** Would FDLE allow other ways to ensure the correct hand in each image?
Answer #11	Respondents should propose the best solution within their product. However, intent of this requirement is to ensure palm prints are captured correctly and legibly and in the correct location. If a vendor offers another alternative for performing this type of quality check it will be considered.
Question #12	Regarding ATTACHMENT H, Section 2.1.2, Standards, Item w. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password. **Our Question:** Is the expectation to have an on-screen button to target, or a physical button on the workstation or keyboard?
Answer #12	See answer # 7.
Question #13	Regarding ATTACHMENT H, Section 2.2.3 Department of Corrections Custody. **Our Question:** Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item j, in between requirements c and d.
Answer #13	See Addendum # 1.
Question #14	Regarding ATTACHMENT H, Section 2.2.4, Identification Only. **Our Question**: Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item k, in between requirements b and c.
Answer #14	See Addendum # 1.
Question #15	Regarding ATTACHMENT H, Section 2.2.5, Quick ID. **Our Question:** Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item l, in between requirements b and c.
Answer #15	See Addendum # 1.
Question #16	The ITN requires compliance with FDLE provided Interface Control Documents (BIS ICD). The provision of these ICDs implies that existing Commercial Off the Shelf (COTS) software applications are not required to be currently configured to comply with all workflows. If that is correct, then when does FDLE require that the software application is compliant with the ICDs? (e.g. upon proposal submission, upon award, at demonstration phase, or some period of time after award?)

Answer #16	Vendors must show how their workflows will be compliant with the provided ICDs upon demonstration, but actual compliance will not be required until devices are rolled out to users in the field.
Question #17	The Price Reply Sheet (Attachment K) provides a tab for pricing labeled “TENPRINT” and a tab labeled “ADDITIONAL OFFERINGS”. The ITN refers to a need for multiple system configurations (ruggedized, desktop, mobile) and support items (inside delivery, set-up, installation, training). The need for criminal enrolment requires the need for palm scan devices in addition to tenprint devices. In order to fully reply to all requirements, can an offeror add tabs to Attachment K to more clearly respond to stated requirements?
Answer #17	No additional tabs will be added. If the tenprint LiveScan device does not include palm print capture capabilities, a separate peripheral must be provided and included in the tenprint device package that interfaces with the LiveScan. Palm print capture capability is a requirement for criminal tenprint devices.
Question #18	The ITN does not define any contract line items or pricing structure for the solution. How does FDLE intend to evaluate pricing?
Answer #18	See Section 3.4 Price Reply. The lowest total contract price including renewal year options.
Question #19	The Price Reply Sheet (Attachment K) provides a tab for pricing labeled “TENPRINT” and a tab labeled “ADDITIONAL OFFERINGS”. Is there additional guidance on what items are to be priced on the “ADDITIONAL OFFERINGS” tab? Are “ADDITIONAL ITEMS” part of the pricing evaluation?
Answer #19	See Addendum #1. The additional items section is not part of the pricing evaluation.

2.2.2 **Registrant**

Registrant workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

d. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a registration transaction. Data field requirements are outlined in the BIS ICD.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

> The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.3 **Department of Corrections Custody:**

Department of Corrections Custody workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

d. Provide an entry screen for entering demographics, custody information, and all additional required or optional data elements for a custody transaction. Data field requirements are outlined in the BIS ICD.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

    The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.4 **Identification Only**

Identification Only workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

c. Provide an entry screen for entering all required or optional data elements for an identification only transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

f. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.5 **Quick ID**

Quick ID workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect fingerprint impressions.

c. Provide an entry screen for entering all required or optional data elements for a quick id transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

f. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

ATTACHMENT K

AMENDED PRICE REPLY SHEET

The Price Reply Sheet has been attached separately to the Addendum 1 Informational Notice.

ATTACHMENT L

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-XXX-XX

This Contract, by and between DataWorks Plus, LLC, a company duly authorized to conduct business with the State of Florida, whose business address is 728 N. Pleasantburg Dr., Greenville, SC 29607 (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number ITN 2420 and the Contractor submitted a reply to _____; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-XXX-XX" which shall be first in order of precedence, with exception those sections stated below):

- The Contract document;
- The documents and materials attached to or incorporated by reference in the Contract including the approved final **Technical Reply** (Attachment H);
- The FDLE-ITN-2420 solicitation as modified by any applicable Addendum to the FDLE-ITN-2420;
- The Contractor's Response; and
- The documents and materials attached to or incorporated by reference in the Contractor's Response

1. **CONTRACT TERM**

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following execution.

B. Renewal Term

The State reserves the right, at its sole discretion, to renew the Contract for **up to three (3) additional years beyond the initial term, by exercising up to three (3) one (1) year renewal options.** Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

2. **Deliverables (to be included post-award)**

Deliverable Due	Minimum Performance Required	Financial Consequence

3. **Statement of Work (to be included post-award)**

4. **Pricing (to be included post-award)**

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. **PUR 1000 – General Contract Conditions**

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this Contract. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. **American with Disabilities Act (ADA) Civil Rights Compliance**

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

CONTRACTOR will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. Change Management

CONTRACTOR and FDLE will adhere to the following process to document and track changes to the Agreement, including the Statement of Work (SOW). Requests for changes to the SOW or Agreement will be initiated by using the changes procedures and Project Change Request form. The Project Change Request may be prepared by CONTRACTOR or FDLE. The Project Change Request will be signed by the Project Managers for CONTRACTOR and FDLE to be considered a formal, official change request. FDLE will assign a project change number to the request. Changes that affect price or result in the incursion of additional expense by the FDLE will require a Contract amendment, in addition to the Project Change Request, which must be signed by authorized representatives for CONTRACTOR and FDLE before any work is performed or expenses incurred. No request for any alteration, modification or additional work which will materially change the SOW or the cost of the Agreement will be valid unless the resulting change has been agreed upon in writing by CONTRACTOR and FDLE in the form of a Contract amendment. The term “material change” includes, but is not limited to, changes which result in an increase in contract price, changes to the scope of work (excluding product changes or deliverable date changes) and any changes to the contract begin/end date(s), including extension or renewal. No oral statement of any person will, in any manner or degree, modify or otherwise affect the terms of this Agreement.

5. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

6. Confidential Information

Confidential Information” means information or materials provided by one party to the other which are: i) in tangible form and labeled “confidential” or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will

exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

7. Contract Manager

The Department's Program/Regional Contract Manager for this Contract shall be:

Name:	Rick Johnson
Title:	Vice President
Street Address:	728 N. Pleasantburg Drive
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	rjohnson@dataworksplus.com

8. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and

necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

9. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

10. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

11. Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

12. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

13. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non- binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

14. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

15. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. E-Verify

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

The website for E-Verify registration may be located at Home (e-verify.gov)

17. Federal Grants

If applicable, the obligation of the FDLE to make payments under this Agreement may be contingent upon the availability of federal grant funds. FDLE and CONTRACTOR anticipate that payment for complete performance of this Agreement may require renewal (extension) of currently available Grants. Therefore, FDLE will apply for six-month extensions of the applicable Grants as soon as such applications may be submitted under Federal rules and policies, but in no event earlier than ninety (90) days prior to the expiration of the applicable Grants. Acknowledging that FDLE will use its best efforts to assure that adequate funding is available for the payments due CONTRACTOR upon acceptance of Deliverables, CONTRACTOR agrees that it will not look to a funding source other than the applicable Grants for payment under this Agreement. FDLE will, within five (5) business days, notify CONTRACTOR if it learns that applicable Grants will in fact not be sufficient to pay all amounts owed and expected to be owed under the Agreement. Upon such notification, FDLE will cooperate with CONTRACTOR to ensure that no Deliverables for which payment cannot be made are forthcoming, and will issue a Stop Work Order unless otherwise agreed by the Parties. In such event, FDLE will nonetheless use best efforts to ensure CONTRACTOR is paid for unpaid Services and COTS Products provided by CONTRACTOR and accepted by FDLE in accordance with the SOW. Notwithstanding the foregoing, CONTRACTOR agrees that FDLE will not be liable to CONTRACTOR for any claim or action arising under or in connection with CONTRACTOR's products and services provided under this Agreement in an amount in excess of FDLE's available grant funding.

18. Financial Consequences for Contractors Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and

requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

19. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

20. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

21. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statues. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
PO Box 1489
Tallahassee, Florida 32302
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

22. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts,

omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

23. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party's order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

24. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

25. Non-Material Errors

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

26. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between CONTRACTOR and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

27. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

Name:	Lisa Cole
Title:	Director of Business
Street Address:	728 N. Pleasantburg Drive
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780 x6725
Email:	lcole@dataworksplus.com

28. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

29. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall 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 the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

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 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

30. Right to Audit

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the

Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

31. Renewal

There shall be no automatic renewal of this contract. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Contracts procured on an emergency or single source basis may not be renewed.

32. Scrutinized Companies List (applies to all contracts)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

33. Scrutinized Companies Lists (applies only to contracts for $1 million or more)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

34. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

35. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

36. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the

notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

37. Taxes

The Department does not pay Federal excise or sales taxes on direct purchases of personal property. The Department will not pay for any personal property taxes levied on the Contracting Party or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the special contract conditions section or in the contract.

38. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

39. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested, or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits. The Contracting Party will be paid (i) payment of the contract price for all goods and/or services delivered or performed prior to the effective date of termination if accepted by the Department (acceptance means the Department receives a commensurate benefit from the deliverable); and (ii) payment on a percent-complete basis for all work-in-progress Deliverables not to exceed each Deliverable's amount.

40. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statues, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

41. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

42. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

This section intentionally left blank

43. Warranty of Authority

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

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Contractor	Florida Department of Law Enforcement
Rick Johnson	
Signature	*Signature*
Rick Johnson	
Print Name	*Print Name*
Vice President	
Title	*Title*
05/30/2024	
Date	*Date*

RESPONDING VENDOR: _____

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

TenPrint Capture Devices in accordance with Section Eight (Technical Specifications).

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

TenPrint Capture Devices should include all items needed to create a "turn-key" solution. This will include hardware, software, peripherals, installation, training, and a three (3) year maintenance for a fixed price. If you are proposing a different model of a particular hardware be sure to indicate on separate line item. Descriptions should include the scanner brand and model being proposed. (Note: Optional Maintenance pricing included in Additional Offerings)

Line #	Item or Model Number	Description (Note: This section must include all items to create a "turn-key" solution. This includes all hardware, software, and peripherals.	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 1 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 2 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 3 Actual Contract Purchase Price (Note: This should include three years of maintenance)

RESPONDING VENDOR: _____

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Extended Maintenance Costs following the initial three years of provided maintenance

Optional Maintenance Costs

Line Number	Item or Model Number	Description (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	Renewal Year 1 Extended Maintenance Cost Plan for Year 4	Renewal Year 2 Extended Maintenance Cost Plan for Year 5	Renewal Year 3 Extended Maintenance Cost Plan for Year 6

Periphals									
Line Number	Item or Model Number	Description (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance (*if applicable))	Extended Maintenance Cost Plan for Year 4	Extended Maintenance Cost Plan for Year 5	Extended Maintenance Cost Plan for Year 6

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Additional Software Options									

Additional Training costs									

Additional Installation costs									

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Additional Customization Costs									
PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors.									

Additional Value Added Costs									
Services other than those specifically outlined in this solicitation that the Respondent believes offers Value-Added Services to the Department This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors.									

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
INVITATION TO NEGOTIATE
Acknowledgment Form

Agency Release Date:
Monday, March 4, 2024

SUBMIT REPLY TO: Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308
Telephone Number: 850-410-7300

LiveScan Equipment and Software	**Solicitation Number: FDLE-ITN-2420**
Replies are Due: Monday, April 15, 2024 @ 3:00 PM ET	**Replies shall be binding until execution of a Contract with the successful Respondent.**

Respondent Name: DataWorks Plus, LLC	Rick Johnson
If a Fictitious Name is used include the registered name (i.e. XYZ, Inc. D/B/A ABC)	*Authorized Signature (Manual)
Respondent's Mailing Address: 728 N. Pleasantburg Drive, Greenville, SC 29607	Rick Johnson / Vice President
	*Authorized Signature (Typed), Title
City, State, Zip:	***This individual must have the authority to bind the Respondent.**
Phone Number: 864-672-2780	**By signature on the Reply, Respondent certifies that it complies with the Terms & Conditions of the ITN.**
Toll-Free Number: 866-632-2780	
Fax Number: 864-672-2787	
Email Address: rjohnson@dataworksplus.com	
FEID Number: 57-1104887	

Type of Business Entity (Corporation, LLC, partnership, etc.): LLC

RESPONDENT CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:	**SECONDARY CONTACT:**
Contact Name, Title: Rick Johnson / Vice President	Contact Name, Title: Lisa Cole / Dir. of Business
Address: 728 N. Pleasantburg Drive, Greenville, SC 29607	Address:
Phone Number: 864-672-2780	Phone Number: 864-672-6725
Fax Number:	Fax Number:
Email Address: rjohnson@dataworksplus.com	Email Address: lcole@dataworksplus.com

EXHIBIT "A"

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SECTION 1 INTRODUCTION

1.1 INVITATION

The Florida Department of Law Enforcement (FDLE) is requesting replies from qualified, interested Respondents with proven experience in providing LiveScan Equipment and Software which will increase the timeliness of information by providing an automated process for queries and consolidation of results. THE FDLE intends to establish an agreement for use by the FDLE and all Other Eligible Users (OEUs) described herein.

1.2 QUESTIONS TO BE EXPLORED

How do the offered products meet the technical specifications outlined in the ITN?

a. What is the pricing structure and are there discounts for bulk purchases for the equipment and software?
b. How does the Respondent ensure the security and privacy of biometric data?
c. Does the Respondent offer updates or upgrades to keep the system current?
d. What warranties are offered for the equipment?

1.3 GOALS OF THIS ITN

The goals of this ITN are to establish a Contract that accomplishes the following:

a. Provide a detailed description of the required LiveScan equipment.
b. Achieve the best value for the state by comparing different proposals not just on cost but also on quality and service.
c. Obtain high-quality, reliable LiveScan equipment and software that meet all necessary standards and regulations.
d. Make it straightforward for the Department and Other Eligible Users to purchase from the awarded contract(s).
e. Ensure long-term reliability and support from the Respondent(s), including training, maintenance, and upgrades.
f. Ensure that the ITN process is transparent and fair, giving all qualified Respondents an equal opportunity to submit replies.

The State of Florida Department of Law Enforcement intends to award a contract(s) to a responsible and responsive Respondent(s) whose response is determined in writing to be the most advantageous to, and provides the best value for the State.

1.4 BACKGROUND

Florida Statute 943.051 designates the Florida Department of Law Enforcement (FDLE) as the state's central criminal justice information repository responsible for collecting, storing, maintaining, and retaining criminal history records. The Biometric Identification Solution (BIS) system acts as a National Fingerprint File (NFF) repository and fingerprint searching and identification system for the state, to include fingerprints, palm prints, and facial images collected during arrest booking events. BIS is used to identify persons booked in jail, for Rapid ID checks (roadside instant checks to verify identity), and for persons undergoing fingerprint-based criminal history record checks for civilians working with vulnerable populations, obtaining a professional license, and for the issuance of concealed weapons permits. BIS is also used by latent examiners across the state to process fingerprint and palm print images obtained from crime scenes. BIS also submits biometric data to the Federal Bureau of Investigation (FBI) for use in nationwide criminal history record checks. BIS is the means that associated arrest information, such as demographics and charging information, is received and passed on to the Computerized Criminal History (CCH) system to update individual criminal history records.

The seamless operation of BIS, and by extension FDLE's mandate, heavily relies on the functionality and reliability of LiveScan devices deployed across the state. These devices are crucial for the digital capture and submission of biometric data directly to BIS, facilitating timely and accurate processing of fingerprints for criminal identification and background checks. Currently, Florida faces a pressing challenge as numerous LiveScan devices across various agencies and facilities have reached end-of-life and end-of-support, and can no longer receive enhancements or other support services. Without timely replacement of these devices, the state risks reverting to manual processes for capturing and mailing hard-cards or ink prints. Such a regression would not only introduce significant delays in the processing of biometric data but also heighten the risk of inaccuracies and missing information. The manual capture process lacks the direct, digital submission capability of LiveScan devices, crucial for maintaining high standards of accuracy and efficiency in criminal history recordkeeping.

Moreover, without the digital capabilities of LiveScan devices, there would be substantial challenges in capturing and submitting facial images, further affecting the completeness and reliability of criminal records. The potential degradation in the quality and timeliness of arrest and criminal history records could have profound implications, affecting public safety, hindering law enforcement efforts, and reducing the availability and reliability of data shared with state and federal entities.

Recognizing the pivotal role of LiveScan technology in supporting Florida's criminal justice information system, this ITN seeks to proactively upgrade our LiveScan capabilities. Ensuring the procurement of the latest technology is imperative not only for maintaining operational efficiency but also for enhancing the state's ability to effectively serve and protect its citizens through accurate and timely criminal justice information management.

1.5 CONTRACT TERM

The contract resulting from this solicitation is expected to begin upon execution and remain in effect for a period of three (3) years. The selected Respondent(s) will be expected to assume the responsibilities outlined herein upon contract execution.

The State reserves the right, at its sole discretion, to renew the Contract resulting from this solicitation for any or all of the three additional one-year terms beyond the initial term, by exercising up to three one-year renewal options. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

1.6 DEFINITIONS

Authorized Dealer: A second party reseller authorized by the Vendor to provide the commodities and services as advertised in this solicitation.

Authorized Representative: An individual authorized by the Vendor who has the authority to legally bind the Vendor in a contractual obligation.

Best Value: The highest overall value to the State based on factors that include, but are not limited to: price; quality; design; and workmanship.

Business Day: Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 6:00 p.m. Eastern Time.

CJIS: Criminal Justice Information Services.

Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt”.

Contract: A written agreement between the Agency and the Contractor, including all documents, exhibits and attachments specifying commodities or services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and the Department.

Contract Manager: The person designated by the Department who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information (i.e., payment history, payment method, payment tracking, etc.). The Contract Manager serves as the liaison between the Department and the Contractor regarding performance issues contained in the contract.

Contractor: The person or entity that enters into a contract to sell commodities or contractual services to the Department.

COTS: Commercial Off the Shelf products.

Customer: Any OEUs as defined in 60A-1.005, Florida Administrative Code (F.A.C.) to purchase from any contract resulting from this solicitation.

Day: A calendar day.

Department (or Agency): The Florida Department of Law Enforcement, The State, a State of Florida governmental department, division, county, bureau, commission, district, municipality or other eligible entity.

F.A.C: Florida Administrative Code.

FDLE: The State of Florida, Department of Law Enforcement.

F.S.: Florida Statute.

Functional Requirements: Business requirements pertaining to end users.

ITN: Invitation to Negotiate.

Offer: A response to a solicitation that, if accepted, would bind the offeror to honor what was submitted.

Other Eligible User (OEUs): OEUs are entities such as Florida counties, municipalities, and other local governments or divisions of the State of Florida who are eligible to purchase items utilizing this Contract.

Non-Functional Requirements: Requirements pertaining to information technology professionals and the operation of the system (e.g. project plan, network, database, reports, etc.).

Reply(ies): All materials submitted by a Respondent in response to this ITN.

Respondent: The person, entity or Respondent submitting a Reply in response to an ITN.

Revised Reply(ies): The Respondent's revised submission of the ITN or portions thereof.

Scope Change: A change to the original boundaries of the project, as defined by this solicitation, which affects the budget, schedule, and/or contract requirements.

SOW: Statement/Scope of Work.

State: The State of Florida.

Subcontractor: A person or entity contracting to perform any of the services listed in this solicitation for compensation paid by the contractor. Subcontractors are contingent on Agency approval.

Value Added Services: Additional services provided to the Department that include new and innovative technologies relating to the telecommunication services sought under this solicitation at no additional cost to the Department.

Vendor: Any firm, entity or person who submits a reply to the Department in response to this solicitation.

Vendor Information Portal (VIP): The State MyFloridaMarketPlace e-Procurement system which allows all State of Florida Agencies to advertise solicitations and exceptional purchases. It also permits registered Vendors to receive automatic email notifications of solicitation advertisements, public meetings, addenda to solicitation, and exceptional purchases.

The MyFloridaMarketPlace Vendor Information Portal may be accessed at:
Vendor Information Portal

1.7 PROCUREMENT OFFICER

Angela Githens
Office of General Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308
Email: FDLEOGSContract@fdle.state.fl.us
Phone: (850) 410-7300

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SECTION 2 SCHEDULE OF EVENTS

Below is the timeline that represents the Department's best estimate of the schedule that will be followed. If deviations from this schedule occur, the Department will publish an ITN addendum on the Vendor Information Portal (VIP). No liability to the Department will result from such deviations. All required Respondent actions must be completed by the date and time in the schedule. All listed times are **Eastern Time (ET)** in Tallahassee, Florida.

EVENT	DUE DATE	LOCATION
ITN Advertised/Released	03/04/2024	**Posted to the Vendor Information Portal (VIP)** Vendor Information Portal
Non-Mandatory Pre-Reply Conference	03/13/2024 @ 2:00 p.m.	**Via Conference Call** **Conference Call Number:** **(872) 240-3311** **Participation Code:** **139-805-813**
Questions Submitted in Writing To include any questions received during the Pre-Reply Conference	**Must be received PRIOR TO:** 03/25/2024 @ 4:00 p.m.	**Submission deadline for Respondent Written Questions** FDLE Procurement Officer via email: FDLEOGSContracts@fdle.state.fl.us
Answers to Questions (Anticipated Date)	04/01/2024	**Posted to the Vendor Information Portal (VIP)** Vendor Information Portal
Technical Replies Due	**Must be received PRIOR TO:** 04/15/2024 **@ 2:30 p.m.**	**Submit To:** FDLE Off-Site Mail Facility **c/o Florida Department of Law Enforcement** **Headquarters, Office of General Services** **Attention: Angela Githens** 813B Lake Bradford Road Tallahassee, FL 32304 **angelagithens@fdle.state.fl.us**
Technical Reply Opening	04/15/2024 @ 3:00 p.m.	**Via Conference Call** **Conference Call Number:** **(571) 317-3112** **Participation Code:** **891-659-173**
Anticipated Evaluations Phase (Anticipated Dates)	04/17/2024- 04/26/2024	Evaluation Team Members to begin evaluations individually.

Beginning of Negotiations and Respondent Demonstrations (Anticipated Date)	05/06/2024	Negotiations are not public meetings; however, they are recorded. The Procurement Officer will provide the location, Conference Call and/or GoToMeeting information to Respondents selected for negotiations.
Negotiation Team Public Meeting (Anticipated Date)	05/13/2024 @ 10:00 a.m.	**Via Conference Call** **Conference Call Number: (408) 650-3123** **Participation Code: 826-478-061**
Posting of Intent to Award (Anticipated Date)	05/13/2024	**Posted to the Vendor Information Portal (VIP)** Vendor Information Portal

The Department shall utilize the State of Florida, MyFloridaMarketPlace Vendor Information Portal, and the Florida Administrator Register for all Invitation to Negotiate Public Notice information in accordance with Florida Statute Chapter 120.525 and Florida Administrative Code 28-102.001, respectively.

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SECTION 3 ITN PROCESS

3.1 SOLICITATION PHASE

This Invitation to Negotiate (ITN) is hereby advertised on the State of Florida MyFloridaMarketPlace Vendor Information Portal. To find the ITN or other related information, click on "Search Advertisements" at the bottom of the web page and select "Department of Law Enforcement" from the drop down then click on Search. If unable to download the document(s), contact the FDLE Procurement Officer.

3.1.1 Non-Mandatory Pre-Reply Conference

In lieu of conducting public openings, the public will be permitted to join the openings via teleconference. The teleconference information has been provided in the **Schedule of Events, Section 2.0,** above. In addition, the Non-Mandatory Pre-Reply will be audio recorded to meet the public records requirements of Chapter 119, Florida Statutes and made available upon receipt of any public records request.

Respondents may ask questions and seek clarification during the Pre-Reply conference and submit written questions by the time set forth in the Schedule of Events. The Department may answer any questions at the Pre-Reply conference or defer them to a later date as identified in the Schedule of Events. Only the Department's written answers posted on VIP in response to the Respondents questions are binding.

3.1.2 Respondent Questions

Questions relevant to this ITN are invited and should be submitted in written form (e-mailed) utilizing the **Question Submittal Form (Attachment A)** to the Procurement Officer. Questions must be received by the FDLE Procurement Officer on or before the date and time identified in the Schedule of Events (**Section 2.0**). The Department recommends that Respondents confirm receipt of questions submitted.

Responses to all questions will be posted on the VIP in accordance with the Schedule of Events. The written response posted on the VIP is the ONLY official response. Oral responses that differ from the written responses must be considered invalid. **It is the responsibility of the Respondent to monitor the VIP, as no additional notification will be provided when responses to questions are posted.**

3.1.3 Errors in ITN

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITN, the Respondent shall immediately notify The Department in writing of the error. The Department will address and resolve major problems by way of an addendum. Minor problems will be addressed as a Question and Response, if applicable, or as an addendum, posted on the VIP.

If the ITN contains an error known to the Respondent or an error that reasonably should have been known, any response made without bringing the error to The Department's attention will be at the Respondent's own risk. If the Respondent fails to notify The Department of the error prior to submitting its Reply and is awarded a Contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.1.4 Addenda

The Department reserves the right to amend this ITN. Addenda or clarifications to this ITN will be posted on the VIP along with an Addenda Acknowledgement Form. The Addenda Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the Reply. **It is the Respondent's responsibility to monitor the VIP for any solicitation notifications.**

3.1.5 Restriction on Communications

Respondents responding to this solicitation or persons acting on their behalf, may not have contact with the Department, between the release of this solicitation and the end of the seventy-two (72) hour period following the Department's posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer named above. Violation of this provision may be grounds for rejecting a Reply.

3.1.6 PUR 1001 – General Instructions to Respondents

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the Department. Instructions contained within this FDLE ITN supersede any General Instructions to Respondents otherwise duplicated herein.

State Purchasing (PUR) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com)

3.1.7 MyFloridaMarketPlace Registration

Each Respondent desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State of Florida through the online procurement system, shall register in the MFMP system unless exempted under subsection 60A-1.033(3), F.A.C. Prior to entering into a Contract with The Department; the selected Respondent must be registered with the MyFloridaMarket Place Vendor Information Portal. Information about the registration process is available, and registration may be completed, at the Vendor Information Portal website. Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) FLA-EPRO {(866) 352-3776)}. A Respondent not currently registered in the MFMP system and is noticed as the intended awardee shall register within three (3) days after posting the intent to award.

Respondents should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Codes pertaining to this procurement:

- 46151715 Fingerprint Equipment
- 46151600 Security and Control Equipment
- 45121700 Photographic processing equipment

3.1.8 Florida Substitute Form W-9 Process

The State of Florida, Department of Financial Services (DFS) requires all Respondents that conduct business with the state, submit an electronic Substitute Form W-9. Responding Respondents shall utilize the DFS Substitute Form W-9 Verification website to submit their Substitute Form W-9 electronically at https://flvendor.myfloridacfo.com. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order for a Respondent to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com for additional assistance if required.

3.1.9 Respondent Diversity

The State of Florida is committed to supporting its diverse business industry and population by providing opportunity for minority, women, and veteran business enterprises in all its solicitations. Respondents are encouraged to contact the Department of Management Services (DMS), Office of Supplier Diversity (OSD) at (850) 487-0915 / osdhelp@dms.myflorida.com for information on becoming a Certified Business Enterprise (CBE) or for a listing of existing businesses that may be available for subcontracting or supplier opportunities. A directory of Florida CBE's is also available at Office of Supplier Diversity (OSD) / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com).

3.1.10 Suspended Vendor List

Pursuant to Section 287.1351, F.S., a vendor that is in default on any contract with an agency or has otherwise repeatedly demonstrated a recent inability to fulfill the terms and conditions of previous state contracts or to adequately perform its duties under those contracts may not submit a bid, proposal, or reply to an agency or enter into or renew a contract to provide any goods or services to an agency after its placement, pursuant to this section, on the suspended vendor list.

An agency may not accept a bid, proposal, or reply from, or enter into or renew any contract with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the department pursuant to Section 287.042(1)(a) and (b), F.S. and the vendor has reimbursed the agency for any re-procurement costs.

3.1.11 Federal Excluded Parties List

A Respondent or subcontractor(s) that, at the time of bidding or submitting a Reply for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Reply for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

3.1.12 Subcontractors

The awarded Respondent will be allowed to subcontract for any of the services to be provided through the resulting Contract; however, each Respondent must obtain The Department's prior written approval. The awarded Respondent will be the prime service provider and shall be responsible for all work performed and all Contract deliverables. Therefore, the proposed use of subcontracts should be included in the Respondent's Reply on **Attachment B: List of Subcontractors**. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by The Department.

The Department supports diversity in its procurement program and requests that any or all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Respondents may contact the DMS, Office of Supplier Diversity for additional information.

3.1.13 Scrutinized Company List

Pursuant to Section 287.135 F.S., at the time a Respondent submits a Response or before entering into a contract where the value exceeds $1 million, the Respondent or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Pursuant to subsection 287.135F.S., The Department may terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5) F.S., or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria during the term of the Contract.

Respondents must include the **Attachment C: Scrutinized Companies Certification** to evidence this certification with their Reply.

3.1.14 Conflict of Interest / Statement of No Involvement

Respondents, Contractors, subcontractors and individuals that have assisted in the preparation of the ITN or with project management oversight are precluded from bidding or preparing a Reply for this solicitation.

The Respondent and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent and/or Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract. All Respondents submitting a Reply to this ITN, their subcontractors, and each party identified in a joint-venture Reply, should complete and execute **Attachment D: Conflict of Interest / Statement of No Involvement**, and return with their Reply submittal.

3.1.15 Principal Place of Business

Pursuant to Section 287.084, F.S., Respondents who are located outside the State of Florida, must provide an opinion of an attorney licensed to practice law in that state, as to the preference, if any, granted by the law of the state in the letting of any or all public contracts. Each Respondent is required to fill out and sign the attached **Attachment E: In-State Preference Form**.

3.1.16 No Offshoring Affidavit

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States. State of Florida Data includes the representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that are exempt, confidential, or Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. §§ 160 or 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), or the regulations promulgated thereunder; or section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

Each Respondent is required to fill out and sign the attached **Attachment F: Affidavit of No Offshoring**. By affixing of signature to the Affidavit, the Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department.

3.1.17 Definition of Requirements

Within this ITN, the use of "shall" or "must" indicates a mandatory requirement or mandatory action. The Department may consider failure to meet a mandatory requirement to be a material deficiency, in which case the Department may reject the Reply and not consider it further, or the Department may have the option to score that requirement with a zero (0).

The use of terms such as "should," "may," "would like," "desires," "prefers," or "is interested in," indicates a desired requirement. The Department will not reject a Reply just because it fails to meet a desired requirement, though such failure may result in lower score(s) for scored criteria relating to that requirement.

3.1.18 Execution of Reply

The Respondent's Reply shall contain a signed and completed **FDLE Acknowledgement Form**. Each original Reply must contain the original signature of an authorized representative who can legally bind the Respondent in a contractual obligation. Each Reply should be typed.

Each Reply should provide a cover letter that identifies the submission as:

LiveScan Equipment and Software

This cover letter should identify the Respondent, its address, telephone number, fax number, email address, and the name and title of the authorized representative submitting the Reply.

Two (2) or more firms may submit a joint Reply in response to this ITN. If a joint Reply is submitted, the Reply shall fully define the responsibilities that each firm is proposing to undertake. One of the firms submitting a joint Reply shall be designated as the primary firm and complete the **FDLE Acknowledgement Form**. All firms and their authorized

representatives shall be identified in the cover letter, and authorized representatives of all firms shall sign the cover letter. Any Contract resulting from the joint Reply shall be signed by principals or officers of each firm. The Department shall hold all firms jointly and severally responsible for carrying out all activities of the procurement process and the Contract.

3.1.19 Reply Submission Format

The instructions for this solicitation have been designed to help insure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

Replies will be divided into three (3) Volumes for the Florida Department of Law Enforcement consideration:

- **VOLUME ONE: Technical Replies**
- **VOLUME TWO: Administrative Qualification Documents**
- **VOLUME THREE: Sealed Price Reply Submission**

The Responding Respondent's VOLUME ONE: Technical Reply, Technical Reply copies, VOLUME TWO: Administrative Qualification Documents, and VOLUME THREE: Sealed Price Reply Submission shall be packaged and sealed separately. Each package should be addressed to the Procurement Officer and display the following information: Responding Respondent Name; Solicitation Number; Solicitation Title; Reply Due Date; and designation as VOLUME ONE: Technical Reply, VOLUME TWO: Administrative Qualifications Documents, and VOLUME THREE: Sealed Price Reply Submission as indicated in this section:

Attention: **Angela Githens**
FDLE Off-Site Mail Facility
c/o Florida Department of Law Enforcement, Office of General Services
813B Lake Bradford Road
Tallahassee, FL 32304

Responding Respondent Name
Solicitation Number: FDLE ITN 2420
Title: LiveScan Equipment and Software
Reply Opening: 04/15/2024 @ 3:00 PM ET

VOLUME ONE: TECHNICAL REPLY
VOLUME TWO: ADMINISTRATIVE QUALIFICATION DOCUMENTS
VOLUME THREE: SEALED PRICE REPLY SUBMISSION

Replies must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of Replies are **NOT** authorized and will **NOT** be accepted. Respondents are cautioned that shipped Replies will be routed to the Department's Off-Site Mail Facility which may cause delays in delivery and receipt by the Office of General Services. Respondents choosing to mail Replies must take this into consideration and allow sufficient time to ensure timely delivery and

receipt.
A Respondent choosing to hand deliver a sealed Reply must take into consideration that the FDLE Headquarters Building is a secure facility. "Hand deliver" means delivery at the correct location on or before the required date and time. The FDLE Headquarters location is:

Attention: **Angela Githens**
Florida Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

Replies should be formatted as follows:

VOLUME ONE: TECHNICAL REPLY SUBMISSION

Respondents should submit their Technical Reply to include:

a. One (1) original paper/hard bound response.

b. Five (5) electronic responses submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.

c. 8.5" x 11" paper. If the Technical Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.

d. One (1) REDACTED paper/hard bound response with accompanying CD, DVD-ROM or USB Drive as described in **Section 3.1.19**.

e. The individual section tabs as outlined below:

TECHNICAL REPLY SUBMISSION LAYOUT	
Tab 1	**REPLY COVER LETTER** Identify Respondent principal respondent information. **LIST OF SUBCONTRACTORS** (**Attachment B**) Include a summary of product or services to be provided for each subcontractor identified (if applicable).
Tab 2	**CORPORATE CAPABILITIES** **1. Background:** Include details of the firm's size and resources. This background information should include date established, firm size, resources, ownership, total number of employees and total number of personnel engaged in activities relevant to this ITN. **2. Relevant Experience:** Respondent is to describe prior experience with project(s) involving the hosting and operation of similar instrumentation and solution that meets all functional, technical, and security requirements specified in this ITN. Respondent shall include at least

	three (3), but no more than five (5) projects and limit descriptions to no more than three (3) pages per project. Projects should have been worked in the last five (5) years. **3. Qualifications of Key Personnel:** The Respondent should provide the names of key personnel on the Proposer's team, as well as a resume for each individual and description of the functions and responsibilities of each key person relative to the task to be performed, and the approximate percent of time to be devoted exclusively for this project prior to and at the completion of implementation. **4. References:** Respondent must provide three (3) references for the projects identified in response to Relevant Experience (above). References must be listed on **Attachment G: Respondent Reference Form** and included in this section.
Tab 3	**PROPOSED SOLUTION—FUNCTIONAL REQUIREMENTS** The Respondent must provide a Scope of Work (Technical Reply) according to the criteria and instructions provided in **Attachment H: Technical Reply Instructions and Evaluation Criteria**. Respondents shall not submit more than one Technical Reply. Note: Use a font color or underline for a narrative that is different than the ITN Functional Requirements.
Tab 4	**PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES** The Respondent must include in their response a detailed strategy for accommodating future workflows and templates. This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors that demonstrate the Respondent's ability to meet this requirement.
Tab 5	**VALUE-ADDED SERVICES** The Respondent may offer services other than those specifically outlined in this solicitation that it believes offers Value-Added Services to the Department. Although the Department has listed mandatory requirements and provided **Attachment H: Technical Reply Instructions and Evaluation Criteria**, those are not intended to limit the Respondent's innovations or creativity in preparing a Reply to accomplish these goals. Innovative ideas, new concepts, and partnership arrangements other than those presented in this ITN will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts, or terms and conditions specific to each Respondent. Information provided in this section will not be scored by the Evaluation Team, but is reserved for further discussion and finalization during the Negotiation Phase.

Failure of the Respondent to provide any information required in the Technical Reply portion of their Response may result in a score of zero for that element of the evaluation.

VOLUME TWO: ADMINISTRATIVE QUALIFICATION DOCUMENTS SUBMISSION

Respondents should provide their Administrative Qualifications Documents as follows:

a. One (1) original paper/hard bound response.

b. One (1) electronic response submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.

c. Utilize individual section tabs as outlined in this section:

ADMINISTRATIVE REPLY SUBMISSION LAYOUT	
Tab 1	**Mandatory Responsive Requirements** **Complete and submit the required Forms below:** 1. FDLE Acknowledgement Form 2. Scrutinized Companies Certification (**Attachment C**) 3. Conflict of Interest / Statement of No Involvement Certification (**Attachment D**) 4. In State Preference Form **(Attachment E)** 5. Affidavit of No Offshoring **(Attachment F)** 6. Pass – Fail Requirements Form signed by the same person who signed the above-mentioned cover letter in Volume 1 (**Attachment I**)
Tab 2	**DEPARTMENT OF STATE REGISTRATION** Submit a copy of registration with the Department of State which authorizes the Respondent to conduct business in the State of Florida (as applicable). **CERTIFICATIONS AND OTHER REQUIRED DOCUMENTATION** In the event that the evaluation results in identical evaluations of replies, the Department will select a Respondent based on the criteria identified in section 287 F.S. If the following documents do not apply to your company, the Respondent may leave blank. Otherwise, provide the following documentation: 1. Certification of Minority Business 2. Certification of a Drug-Free Workplace (**Attachment J**) **Evidence of MYFLORIDAMARKETPLACE registration and completion of an electronic Substitute Form W-9.**
Tab 3	**LITIGATION** Respondents are required to list and summarize any pending or threatened litigation; administrative or regulatory proceedings; or similar matters that could materially affect the Respondent or that could materially affect the Respondent's ability to service THE DEPARTMENT. In addition, the Respondent must describe any administrative or civil litigation involving the Respondent and any State or Federal entity in the last three (3) years.

Tab 4	**LICENSE AGREEMENTS** Include any licensing and software agreement terms and conditions that may be presented through the term of the Contract. The inclusion of such terms by the Respondent is subject to review and approval of the Department. If there is a conflict between the Respondent generated licensing and/or software agreement terms and FDLE Terms and Conditions noted herein, FDLE Terms and Conditions incorporated into this solicitation will prevail.

VOLUME THREE: SEALED PRICE REPLY SUBMISSION

Respondents should provide their sealed price reply submission as follows:

a. One (1) original paper/hard bound response

b. One (1) electronic response submitted in CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.

c. The price provided for system implementation, annual licensing/subscription and support, shall include the cost of all things necessary to accomplish the requirements outlined in **Attachment H: Technical Reply Instructions and Evaluation Criteria**, and the Respondent's response hereto, including, but not limited to, the Respondent furnishing the proposed solution; MyFloridaMarketPlace transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Respondent to provide a price on **Attachment K: Price Reply Sheet** may result in the Reply being deemed non-responsive and therefore, the Reply may be rejected. Footnotes, notations, and exceptions made to **Attachment K** may not be considered.

3.1.20 Reply Opening

In lieu of conducting public openings, the public will be permitted to join the openings via teleconference. The teleconference information has been provided in the **Schedule of Events, Section 2.0,** above. In addition, the reply opening will be audio recorded to meet the public records requirements of Chapter 119, Florida Statutes and made available upon receipt of any public records request.

3.1.21 Cost of Preparing a Respondent Reply

The Department is not liable for any costs incurred by a Respondent in responding to this ITN including but not limited to: site visits, presentations, conferences, copying, travel, etc. All costs associated with a Reply to this ITN will be the responsibility of the Respondent.

3.1.22 Reply as Part of the Contract

This ITN and the successful Respondent's Reply and Respondent's Best and Final Offer received (if applicable) will be incorporated into the Contract.

3.1.23 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any Reply content submitted to the Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in

writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked "EXEMPT", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Respondents are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. The Department will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(f), F.S., or Section 688.002, F.S., where identified as such in the Reply, to the extent permitted under Section 815.045, F.S., and Chapter 119, F.S. Each Responding Respondent acknowledges that the protection afforded by Section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by the Department.

It will be the responsibility of the Respondent to defend the confidentiality of its trade secrets through the judicial process.

The Department takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide the Department with a separate Redacted Copy of its Reply, in hard copy and on a CD, DVD-ROM or USB flash drive, at the time of Reply submission in accordance with **Section 3.1.19** of this ITN.

This Redacted Copy should contain the Department's solicitation name, number, and the name of the Responding Respondent on the cover, and should be clearly titled "**Redacted Copy**." The Redacted Copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS REPLY AS DESCRIBED HEREIN, THE DEPARTMENT IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST.

THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

3.1.24 Withdrawal of Reply

Replies submitted on or before the Reply due date may be withdrawn, amended or replaced with another Reply up until the Reply due date and time. Replies withdrawn prior to the Reply Opening date and time will be returned, unopened to the Respondent at the Respondent's expense.

3.1.25 Firm Response

Respondent submitted Replies (including the BAFO) shall remain firm and valid until a contract is fully executed.

3.1.26 Respondent Generated Terms and Conditions

The Department anticipates addressing any Respondent generated terms and condition concerns not otherwise included in the Respondent Question and the Department's Response, during the Contract Negotiation process as necessary. Respondents shall submit Respondent licensing and software agreement terms and conditions as instructed in the above **Section 3.1.19 (2) (Tab 4)** only. Respondents shall not submit additions, objections or modifications with their Reply submission. Respondent additions, objections or modifications will be considered with Respondent(s) selected for negotiations.

No oral agreements or representations shall be valid or binding upon the Department or the Respondent unless expressly contained herein or by a written addendum to this ITN, inclusion or amendment to the resulting Contract.

3.1.27 Reserved Rights

The Department reserves the right to:

1. Amend this ITN.
2. Waive minor irregularities in submitted Replies.
3. Conduct a Reply Clarification Process to cure deficiencies not directly related to Technical Specifications of the ITN.
4. Accept or Reject any or all Replies received in whole.
5. Re-Solicit for new Replies.
6. Abandon the need for such commodities and services.
7. Request additional information to assess a Respondent's capabilities.
8. Negotiate with one or more Respondents, either sequentially or concurrently, or not negotiate at all.
9. Request additional Best and Final Offers (BAFOs), if in the State's best interest.
10. Exercise all, part, or none of the renewal options.

3.2 TECHNICAL REPLY ADMINISTRATIVE REVIEW

3.2.1 Non-Responsive Replies

Each Respondent shall submit a Reply that meets all material requirements of this ITN. The Department reserves the right to determine whether the Reply meets the material requirements as outlined in the ITN solicitation. Material requirements of this ITN are those without which adequate analysis and comparison of Replies is impossible, or those that affect the competitiveness of Replies. The Department seeks to maximize competition and reserves the right to seek clarification from responding Respondents to obtain non-material information to complete a responsiveness review. Failure of a Respondent to provide required information may cause a Respondent to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Replies may include, but are not limited to, those which:

1. fail to utilize, complete, and/or submit the mandatory prescribed forms;
2. fail to answer yes to each of the **Attachment I: Pass / Fail Requirements**;
3. include terms and conditions contrary to the requirements of this solicitation;
4. do not contain authorized signatures;
5. contain Technical or Reply information contrary to those outlined in this ITN; and
6. are not in conformance with the requirements and instructions contained herein.

A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, AT THE DEPARTMENT'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY THE DEPARTMENT AND CAN BE EASILY AND QUICKLY REMEDIED.

3.2.2 Minor Irregularities

The Department reserves the right to wave minor irregularities in a Reply. A minor irregularity is a variation of a technical nature to this ITN which does not affect the price of the Reply or give the Respondents a substantial or unfair advantage over other Respondents. At its sole discretion, the Department may request a Respondent to provide clarifying information or additional materials to correct a minor irregularity. However, the Department will not request, and the Respondent shall not provide, additional materials that affect the price of the Reply or give the Respondent an advantage or benefit not provided to all responding Respondents.

3.2.3 Clarification Requests (CR)

Throughout the solicitation process, the Department may request clarification(s) of uncertainties, or to eliminate confusion concerning the contents of a Reply, or ambiguous or inconsistent information in submitted Replies, using the following process:

If the Department detects an ambiguity or inconsistency within a Reply, the FDLE Procurement Officer or designee will request clarification utilizing a CR describing the ambiguity or inconsistency.
Respondents are cautioned that the Department will not generate a CR for an omission, even of a mandatory topic or mandatory requirement. The Department may reject a Reply that omits a mandatory topic or requirement or may score with zero (0) points.

The FDLE Procurement Officer or designee will coordinate with Respondents a time for responses to all CRs to be submitted.

Within twenty-four (24) hours, unless another timeframe is authorized by the FDLE Procurement Officer or designee, of the conclusion of the conference call, meeting or written request by which the CR is communicated, the Respondent shall send to the FDLE Procurement Officer or designee (by e-mail) the written Clarification Request Responses (CRR) with a letter binding the Respondent to the contents of the CRR and signed by an individual authorized to bind the Respondent. The Respondent should confirm receipt of the CRR by the Department. The Department will ignore oral discussions, and any written material that does not respond directly to a CR.

The Department will use the written CRR to update the Respondent's Reply. An unresolved CR may result in an Evaluator scoring a Respondent's Reply lower.

The Department will not generate a Clarification Request for omissions in the Reply; THEREFORE, DO NOT RELY ON CLARIFICATION REQUESTS TO IDENTIFY DEFICIENCIES.

Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore, Respondents should not submit information that does not respond directly to a CR in the written CRR. If a Respondent does submit new information that does not directly respond to the CR, the Department will not evaluate it. Clarifications may not result in a material or substantive change to the Respondent's Reply.

3.2.4 Disqualification for Non-Responsibility

The Department reserves the right to utilize sources other than those identified by the Respondent to obtain additional information regarding the prospective Respondent's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Respondent is a Responsible Respondent. The Department will reject the Reply submitted by any Respondent deemed not to be a Responsible Respondent.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Respondent is not a Responsible Respondent include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; ITN or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

3.2.5 Less than Two Responsive Replies

In the event that the Department receives less than two (2) Responsive Replies, the Department may negotiate the best terms and conditions with the single Responsive Respondent.

3.2.6 Reply Qualification Process

1. Initial Review

   The Department will conduct an Initial Review to determine Responsiveness. The Department will verify that the Respondent's Reply is submitted in accordance with the above **Section 3.1.19 (2)** and contains all required documents and files.

2. Pass / Fail Requirements

   Respondents are required to answer all Pass / Fail Requirements questions in **Attachment I.** All Pass / Fail Requirements questions must be completed and answered "yes" for the Respondent to be eligible to proceed to the Technical Reply Evaluation. After this determination, the Department will conduct an evaluation of the Technical Responses.

3.3 Evaluation Process

Reply scoring, as described in this section, is designed to determine which Reply or Replies offers the best apparent solution and greatest overall benefits to the state. The Department will combine the points for the Technical Reply Evaluation to determine the total score for each eligible Reply.

A scoring system will be used in the evaluation of Technical and Price Reply as described below.

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
Technical Reply	
Company Information	**20**
Technical Specifications	**30**
Price Reply	**30**
Tenprint Device	
RESPONDENT TOTAL REPLY POINTS	**80**

After the evaluation of Technical Replies based on the criteria identified within the solicitation, the Department will select one or more Respondents to commence negotiations. The Technical Reply scoring does not carry forward into the negotiations.

3.3.1 Reply Evaluation Process

The Evaluation Team will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Replies received in response to this ITN.

Respondents are responsible for thoroughly reviewing all of the ITN requirements to ensure that their Reply and proposed approach are fully compliant with ITN requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned.

3.3.2 Technical Reply Evaluation

Replies will be evaluated using the criteria set forth in this section.

Evaluators will not search through the Replies for information that is missing from a section being reviewed, so it is important for the Respondent to carefully follow the ITN organization and contents specified for Replies in **Section 3.1.19**. The Department will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In response to a

Clarification Request, the Department will not allow or evaluate any information that does not respond directly to the Clarification Request.

Evaluation Team members will independently assign a 0 – 5 score, using no fractions or decimals, for responses to requirements specified in the Department's **Attachment H: Technical Reply and Evaluation Criteria** and other information specified in the ITN Section, Technical Reply.

The scoring table in this section provides the guidelines to be used by Evaluation Team members when assigning scores.

Scoring Table	
Allocation of Points	**Description**
5	Respondent's Reply provides a detailed response; exceeds minimumrequirements; demonstrates superior understanding of the project, itscapability, and approach.
3-4	Respondent's Reply provides a brief descriptive response; meets minimum requirements; demonstrates general understanding of project.
1-2	Respondent's Reply provides a vague response and is not clearly presented; below minimum requirements; demonstrates insufficient understanding of the project; demonstrates poor programmaticcapability.
0	Respondent's Reply provides little to no information; fails to address or include the required information in Reply.

3.4 PRICE REPLY

Respondents will submit sealed Price Replies.

1. The Department will take the following steps upon opening Respondent Price Replies.

    a. Confirm that the Reply includes a fixed price.
    b. Confirm that the Reply is submitted using the Department's Price Reply Sheet (**Attachment K**)
    c. Confirm that prices are clear and unambiguous.
    d. Check the arithmetic in the Price Reply and conduct a Clarification Request for any computational or transfer errors noted.
    e. Confirm that the Respondent has not submitted any Technical Reply information, Respondent assumptions, changes or additional terms and conditions.

2. The maximum available points of thirty (30) will be awarded to the Respondent with the lowest Price Reply including renewal year options.

3. The remaining Replies from all other Respondents will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula:

   (M x L) / A = P

   M = Maximum Points Available for the Price Reply (= 30 points)
   L = Lowest responsive Price Reply
   A = Actual Price Reply for each of the other responding Respondents
   P = Points Awarded to each of the other responding Respondents

4. Price Replies may be amended through negotiation and become part of the resulting Contract.

3.5 NEGOTIATION PROCESS

Negotiation, as described in this Section, is designed to determine which Respondent and Reply will provide the greatest overall benefits to the State.

FDLE shall evaluate the Replies against all evaluation criteria set forth in this ITN in order to establish a competitive range of replies reasonably susceptible of award. FDLE may select one or more Respondents within the competitive range in which to commence negotiations.

3.5.1 Respondent(s) Selected for Negotiations

FDLE may use Respondent(s) Technical Reply Total Scores to identify the competitive range (or natural break) if applicable, in the scoring of all Replies.

For example: Assume a maximum Reply points total a score of 500 and the evaluation of five (5) Respondent Replies:

Reply 1:	Awarded 490 points
Reply 2:	Awarded 480 points
Reply 3:	Awarded 475 points
Reply 4:	Awarded 300 points
Reply 5:	Awarded 290 points

In this example, the natural break would occur between Replies 3 and 4.

FDLE may begin negotiations with the Respondent or Respondents who are ranked above the natural break. The order in which negotiations with the Respondent(s) commence will be determined according to the best interest of FDLE. FDLE reserves the right to negotiate with one, more, or none of the Respondent(s), regardless of the order in which the Respondent is ranked or negotiations commence. Should FDLE be unable to negotiate a satisfactory Contract with any of the Respondents(s) scored above the natural break, negotiations may continue with any or all other Respondents, if any, submitting responsive Replies.

Negotiations may continue until an agreement is reached or all Replies are rejected.

FDLE reserves the right, but is not obligated, to negotiate with one or more, all, or none of the Respondent or Respondents submitting responsive Replies to the ITN.

3.5.2 Negotiation Sessions

The Negotiation Committee will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements, in which the commodities and contractual services are sought, in an effort to obtain the greatest overall benefit to the State.

All Negotiation Sessions resulting from this ITN may be conducted in Tallahassee, Florida. FDLE prefers to conduct all negotiations face-to-face; however, depending on the negotiation topics, FDLE may consent to utilize other available means, such as remotely, telephonically, or electronically, to conduct sessions.

The participating Respondent shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Respondent. It is the Respondent's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation sessions.

The Respondent(s) selected for negotiations will be invited to provide a more detailed explanation of their Replies, to provide interactive presentations of the Reply, and to begin negotiations with the Department.

The Department reserves the right to require attendance by specific Respondent representatives. Any written summary of presentations or demonstrations provided by the Respondent must include a list of persons attending on its behalf, a copy of the agenda, and copies of all visuals or handouts, which will become part of the Reply. Failure to provide requested information during negotiations may result in rejection of the Reply and discontinuing negotiations with that Respondent.

During negotiations, the Respondent may propose alternate system capabilities or services that reflect the Respondent's optimal performance methodology while still complying with the other requirements of the ITN. FDLE may request changes to proposed solutions. Additionally, FDLE may consider Optional Commodities and Services offered in Respondents' Replies; new/additional optional commodities and services; and/or modifications to proposed optional commodities and services.

Respondents will be provided an opportunity to submit any proposed Respondent Service Level Agreements, terms and conditions, or changes or concerns regarding the FDLE Contract Document during negotiations, provided the term or condition is negotiable.

Before award, the Department reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. If the Department is unable to reach an agreement with a Respondent on contractual issues or other issues, the Department may eliminate the Respondent from further consideration.

Please note the anticipated dates for Respondent negotiations in **Section 2.0**, Schedule of Events.

3.5.3 Respondent Demonstrations

Respondents selected for negotiations may be required to conduct a demonstration of its proposed solution, software, system, and/or services to the Department during the anticipated negotiation phase. The purpose of this Respondent demonstration is to provide substantiating information and demonstrated performance to support the Reply content. No part of the demonstrations will serve to relieve the Respondent of any quality or operation performance requirements as required under the resulting Contract. The Department prefers to conduct all demonstrations face-to-face; however, the Department may consent to utilize other available means, such as remotely, telephonically, or electronically, to conduct meetings.

Please note the anticipated dates for Negotiations and Respondent Demonstrations in **Section 2.0.** Schedule of Events.

3.5.4 Other Department Rights During Negotiations

The Department reserves the right to negotiate with any or all responsive and responsible Respondents, serially or concurrently, to determine the best solution. During the negotiation process the Department reserves the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive Respondents.
2. Require any or all responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
4. Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written Replies or request for BAFOs.
5. Pursue the division of contracts between responsive Respondents by type of service or geographic area, or both.
6. Arrive at an agreement with any responsive Respondent, finalize principal Contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
7. Decline to conduct further negotiations with any Respondent.
8. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
9. Review and rely on relevant information contained in the Replies received from Respondents.
10. Reject any and all Replies if the Department determines such action is in the best interest of the State.
11. Negotiate concurrently or separately with competing Respondents.
12. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

3.5.5 Selection Criteria

The following award selection criteria will apply for this ITN:

1. The extent to which the proposed LiveScan equipment and software meet or exceed the technical specifications outlined in the ITN.
2. Compliance with relevant industry standards, legal requirements, and security regulations, including data privacy and protection laws.
3. The proven reliability and performance of the equipment and software based on Respondent(s) corporate capabilities.
4. The quality of the user interface, the accuracy of biometric data capture, and the security of the software.
5. The overall cost of the solution, including the purchase price, maintenance fees, and any additional costs.
6. The Respondent's experience in supplying LiveScan equipment and software, particularly to similar organizations.
7. The quality and availability of customer support, training, maintenance, and technical assistance provided by the Respondent.
8. The system's ability to scale and adapt to future needs, including handling increased demand and compatibility with new technologies.
9. The Respondent's commitment to updates, upgrades, and ongoing development to ensure the system remains current and effective over time.

The negotiation process will also include negotiation of the terms and conditions of the Contract, in accordance with sections 287.057 and 287.058, Florida Statutes, as applicable to the services being procured pursuant to this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of the PUR1000 and the Department's Standard Terms and Conditions. Respondents should assume these terms will apply during the prospective Contract term unless Exceptions are provided in accordance with **Section 3.5 B. Negotiation Sessions**, above, and the Department agrees to accept. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

As part of the negotiation process, the Department reserves the right to contact references provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checks may influence the final negotiation and selection of the Respondent. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN.

3.5.6 Best and Final Offer (BAFO)

The Department will issue a written request for one or more Respondents to submit their BAFO at the end of negotiations. At a minimum, the BAFO must contain:

a. Revised Technical Specifications based on the Respondent's discussions with the Department during negotiations;
b. All negotiated terms and conditions to be included in final contract; and
c. A final Price Reply developed during Negotiations.

The Respondent's BAFO shall clearly identify all changes to the Respondent's originally submitted Reply, including any changes agreed to during negotiations. These changes should include but are not limited to: Reply Page Replacements by page and section with updates clearly marked; any negotiated terms and conditions including Respondent Service Level Agreements; and a final Price Reply.

The score from the Evaluation Phase does not carry over into the BAFO review. The Negotiation Team will develop a recommendation that identifies the award that will provide the best value to the state.

The Department reserves the right to request additional BAFOs; reject submitted BAFOs; continue negotiations; and/or move to the next Respondent, as determined to be in the best interest of the State.

The contents of BAFO submissions are not public records subject to the provisions of section 119.07(1), Florida Statutes, until the Agency posts a Notice of Intent to Award, or until thirty (30) days after opening the final Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

This section intentionally left blank

SECTION 4 AWARD PROCESS

4.1 CONTRACT AWARD

The Negotiation Committee will select which Response(s) to submit for Contract recommendation. The FDLE will make a final determination as to which Response(s) constitute the greatest overall value to the State based upon the requirements set forth in this ITN.

4.2 NOTICE OF INTENT TO AWARD

At the conclusion of Negotiations, the Department will post a Notice of Intent to Award on the VIP for seventy-two (72) hours. It is the responsibility of Respondents to monitor the VIP website, as no additional notifications will be provided.

Successful negotiations and a Notice of Agency Decision do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the State.

4.3 PROTEST AND PROTEST FILING

Any Respondent or person who is adversely affected by the Notice of Intent to Award, who desires to protest a decision, intended decision, or recommended award, must file with the Department the appropriate document(s) in accordance with section 120.57(3), F.S.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

This section intentionally left blank

SECTION 5 ADDITIONAL CONTRACT CONDITIONS

5.1 STANDARD CONTRACT PROVISIONS

A draft Contract is provided as **Attachment L: FDLE Contract Document with Standard Terms and Conditions.** Respondent should scrutinize the Draft Contract provided. Respondent(s) selected for negotiations will be provided an opportunity to discuss additions, deletions, objections, or modifications to this Contract as allowed by Florida law. The Department reserves the right to add, delete, or modify Contract terms and conditions during contract negotiations. The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

NOTE: Respondents **should not** submit additions, objections, or modifications with their Reply submission. This will only be considered with Respondent(s) selected for negotiations.

5.2 CONTRACT APPROVAL

This ITN does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the FDLE agency head or approved designee. Upon written notice to the Contractor, the Department may set a different starting date, from the date last signed for the Contract. The Department will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties, whichever is later.

From the date of receiving the final Contract, the successful Respondent shall have ten business days to execute and return the Contract as tendered to it by FDLE (10 business days from the date it was delivered to the successful Respondent by the Department). The Department reserves the right to withdraw the tendered Contract and resume negotiations with another responsive Respondent after the tenth day.

5.3 REPLY AS PART OF THE CONTRACT

This ITN, the successful Respondent's Reply including the BAFO (if applicable), may be incorporated into the Contract.

5.4 SYSTEM AND PROPRIETARY SOFTWARE LICENSE

The successful Respondent (Contractor) shall grant or obtain in the name of the State a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and the documentation thereto for the system provided hereunder. The license shall not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the State. Notwithstanding the foregoing, the State acknowledges that its use of "software as a service" (SAAS) or "commercial off-the-shelf (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder, is subject to the terms, conditions, use limitations and license terms contained in the SAAS or COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the State. The State acknowledges that the terms of such licensing agreements may differ from the foregoing provision.

The documentation that the contractor must furnish shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the Software.

The contractor shall deliver to the State three (3) copies of the documentation. The State shall have the right, as part of the license granted hereunder, to make as many additional copies of the custom documentation specifically developed by the contractor for the System which will be delivered under this contract as the State deems necessary. The State acknowledges that SAAS or COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the State hereby agrees to comply.

Any copies of the Software and documentation which the State acquires pursuant to the contract shall bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract.

5.5 CONTRACT ORDER OF PRECEDENCE

All Replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

a. FDLE Contract Document with Standard Terms and Conditions (**Attachment L**);
b. Contractor Best and Final Offer;
c. Any Addenda to the ITN;
d. Original ITN Technical Reply and Evaluation Criteria (**Attachment H**);
e. ITN Additional Contract Conditions;
f. State of Florida General Conditions (PUR 1000);
g. State of Florida General Instructions to Respondents (PUR 1001);
h. Contractor Original Reply to the ITN.

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Reply, may result in rejection of a Reply.

5.6 EXECUTION OF CONTRACT

The Respondent shall execute and return the Contract within the prescribed business days from the date it was delivered to the successful Respondent by the Department. The Department reserves the right to withdraw the Contract and resume negotiations with another Respondent if after the prescribed business days an executed Contract is not received.

SECTION 6 ATTACHMENTS

Attachment A - Question Submittal Form

Attachment B – List of Subcontractors

Attachment C – Scrutinized Companies Certification

Attachment D – Conflict of Interest / Statement of No Involvement

Attachment E – In State Preference Form

Attachment F – Affidavit of No Offshoring

Attachment G – Respondent Reference Form

Attachment H – Technical Reply and Evaluation Criteria

Attachment I – Pass – Fail Requirements

Attachment J – Certification of Drug-Free Workplace Program

Attachment K – Price Reply Sheet

Attachment L – FDLE Contract Document with Standard Terms and Conditions

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ATTACHMENT A
FLORIDA DEPARTMENT OF LAW ENFORCEMENT
WRITTEN ANSWERS TO QUESTIONS

FDLE ITN 2420

LiveScan Equipment and Software

All written questions are reproduced in the same format as submitted by the Respondent.

Question #1	
Answer #1	
Question #2	
Answer #2	
Question #3	
Answer #3	
Question #4	
Answer #4	
Question #5	
Answer #5	
Question #6	
Answer #6	
Question #7	
Answer #7	
Question #8	
Answer #8	
Question #9	
Answer #9	
Question #10	
Answer #10	

EXHIBIT "A"

ATTACHMENT B
LIST OF SUBCONTRACTORS

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event that no subcontractor will be used, this form shall be returned indicating "No Subcontractors wll be used."

NO SUBCONTRACTORS WILL BE USED: [X]

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

Rick Johnson

***Authorized Representative's Signature**

Rick Johnson / Vice President

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT C
SCRUTINIZED COMPANIES CERTIFICATION

Respondent Vendor Name: DataWorks Plus, LLC

Vendor FEIN: 57-1104887

Vendor's Authorized Representative Name and Title: Rick Johnson / Vice President

Address: 728 N. Pleasantburg Drive

City: Greenville, State: SC Zip: 29607

Phone Number: 864-672-2780

Email Address: rjohnson@dataworksplus.com

Pursuant to subsection 287.135 Florida Statutes, at the time a Respondent submits a Reply or before entering into a contract of any dollar amount, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel, and that the company is not on the Scrutinized Companies that Boycott Israel List. For a contract where the value exceeds $1 million, the Respondent or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel List. If the contract value will exceed $1 million, I hereby further certify that the company identified above in the section entitled "Respondent Vendor Name" 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, and that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, the submission of a false certification may subject company to termination of the contract, civil penalties, attorney's fees, and/or costs.

Certified By: Rick Johnson

(Authorized Signature)

Print Name and Title: Rick Johnson / Vice President

Date: 05/30/2024

ATTACHMENT D
CONFLICT OF INTEREST / STATEMENT OF NO INVOLVEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of FDLE, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of previous employee of FDLE who has received or will receive compensation of any kind to seek to influence the actions of FDLE in connection with this procurement.

1. The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

   None

2. The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

3. The following previous employee(s) of FDLE have sought to influence FDLE in this procurement on behalf of the Respondent:

Each Respondent must further attest that pursuant to subsection 287.057 F.S., no member of this firm, nor any person having an interest in this firm, has been involved with the Florida Department of Law Enforcement to assist in:

1. Developing this Invitation to Negotiation;

2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate; and/or

3. The evaluation of Replies for commodities or services contained in this Invitation to Negotiate.

Rick Johnson

*Authorized Representative's Signature

Rick Johnson / Vice President

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

ATTACHMENT E
IN-STATE PREFERENCE FORM

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012: In a competitive solicitation in which the lowest quote is submitted by a vendor whose principal place of business is located outside the state of Florida (foreign state) and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this state shall be five (5) percent.

Note: The Respondent is required to complete and submit this form signed with its Reply to be considered for this preference.

Vendor Name: DataWorks Plus, LLC

Federal Employer ID Number: 57-1104887

This Respondent (**does** ☒/ (**does not** ☐ have a principal place of business located in the state of Florida.

Please provide the Florida address if applicable:

_____

_____

_____

Note: A Respondent whose principal place of business is **outside** the state of Florida must accompany any written Reply documents with a *written opinion of an attorney licensed to practice law* in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business is in that foreign state in the letting of any or all public purchases.

Please attach such opinion as applicable to this form.

Authorized Signature: Rick Johnson

Name and Title: Rick Johnson / Vice President

Date: 05/30/2024

ATTACHMENT F
AFFIDAVIT OF NO OFFSHORING

Pursuant to the FDLE ITN 2420, LiveScan Equipment and Software, Section 5.5 Additional Contract Conditions, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida data to be sent by any medium, transmission or access outside of the United States.

Contractor Name: DataWorks Plus, LLC

Contractor FEIN #: 57-1104887

Authorized Signature: Rick Johnson

Print Name: Rick Johnson

Title: Vice President

Date: 05/30/2024

Sworn to (or affirmed) and subscribed before me on this 30th day of May, 2024 by

Lisa M Cole

(Signature of Notary)

My Commission Expires: 09/19/2033

Check One:

☒ Personally Known

☐ Produced the following ID _____

ATTACHMENT G
RESPONDENT REFERENCE FORM

Respondent Company Name: DataWorks Plus, LLC

Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

1. Name of Customer/Agency: Los Angeles Sheriff's Dept.
   Contract Person: Lt. Derek Sabatini
   Phone Number: 562-345-4319
   Address: 12440 East Imperial Hwy. Ste., 400W, Norwalk, CA 90650
   Email Address: dsabatini@lasd.org
2. Name of Customer/Agency: Pennsylvania Chiefs of Police Assoc.
   Contract Person: Jerry Miller, Offender ID Technology Coord.
   Phone Number: 717-236-1059 x104
   Address: 3905 N. Front St., Harrisburg, PA 17710-1536
   Email Address: Jmiller@pachiefs.org
3. Name of Customer/Agency: Wake County CCBI
   Contract Person: Sam Pennica, Director
   Phone Number: 919-255-7370
   Address: 3301 Hammond Rd., Raleigh, NC 27603
   Email Address: Sam.Pennica@co.wake.nc.us

ATTACHMENT H
TECHNICAL REPLY INSTRUCTIONS AND EVALUATION CRITERIA

SECTION 1 Technical Reply Submission Format

This section will provide instructions on Respondent Reply Submission Format. **Respondents are instructed to develop separate responses for each section identified in this ITN. It is a mandatory requirement of this ITN that the Reply addresses all items listed below. Replies to this ITN should be prepared using simple terms and minimal technical or industry specific language.**

1.1 EXAMPLE RESPONSE FORMAT:

FDLE ITN Technical Requirement:

2.1.1 Compliance

a. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010) for 500ppi images.

Respondent Response:

_____

_____

This section intentionally left blank

1.2 EVALUATION INSTRUCTIONS

Responses will be evaluated using the criteria set forth in this section. Evaluators will score each numerical criterion within each numbered section of the Technical Reply using a scoring scale of 0-5 points. The scoring scale is based on the description provided in the Table within this section.

Example:

EVALUATION CRITERIA – Section 2.1 TENPRINT CAPTURE DEVICES (max. 5 points available)
How comprehensively does the Respondent's proposal address and meet the compliance requirements for the TENPRINT CAPTURE DEVICES?

Scoring Table	
Allocation of Points	**Description**
5	Respondent's Reply provides a detailed response; exceeds minimum requirements; demonstrates superior understanding of the project, its capability, and understanding approach.
3-4	Respondent's Reply provides a brief descriptive response; meets minimum requirements; demonstrates general understanding of project.
1-2	Respondent's Reply provides a vague response and is not clearly presented; below minimum requirements; demonstrates insufficient understanding of the project; demonstrates poor programmatic capability.
0	Respondent's Reply provides little to no information; fails to addressor include the required information in Reply.

This section intentionally left blank

1.3 ABBREVIATIONS/ACRONYMS

AFIS: Automated Fingerprint Identification System

ANSI: American National Standard for Information Systems

API: Application Programming Interface

BIS: Biometric Identification Solution

CCH: Computerized Criminal History

CWCS: Civil Workflow Control System

EBTS: Electronic Biometric Transmission Specification

FBI: Federal Bureau of Investigation

ICD: Interface Control Document

MBIS: Multi-Biometric Identification Solution

NFF: National Fingerprint File

NFIQ: NIST Fingerprint Image Quality

NIEM: National Information Exchange Model

NIST: National Institute of Standards and Technology

OBTS: Offender Based Transaction Number

RDD: Requirements Definition Document

SIB: State Identification Bureau

TCN: Transaction Control Number

TOT: Type of Transaction

SECTION 2 TECHNICAL SPECIFICATIONS

Respondents are required to review and respond to each provision listed in this section by inserting their response for each numbered section. These technical specifications and general requirements address minimum specifications. The Respondent must clearly indicate how their equipment, software and/or services meet the required provisions with an explanation. The Tenprint Capture Devices must be compliant with the following documents which can be found at:

FALCON System Requirements (state.fl.us)

- Biometric Identification System Interface Control Document (BIS ICD)
- FALCON / AFIS Interface Control Document (AFIS ICD)
- Civil Workflow Control System (CWCS) Interface Control Document (CWCS ICD)

2.1 TENPRINT CAPTURE DEVICES

The Equipment / Software offered by the Contractor must meet all the requirements listed below.

2.1.1 Compliance

a. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010) for 500ppi images.

b. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology (NIST) Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.

c. Equipment / Software Equipment must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report “Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi” (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi.

*Note: 1000ppi fingerprint imagery must be converted to 500ppi before transmission to FDLE.

d. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial &

Other Biometric Information (ANSI/NIST-ITL 1-2011 Update: 2015). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.

e. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 (NISTIR 8382) standard.

f. Equipment / Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) Version 11.2 (September 20, 2023). This includes adhering to all image quality specifications outlined in Appendix F of the EBTS document.

g. Equipment / Software must meet the FBI CJIS Security Policy (CJISD-ITS-DOC-08140-5.9 June 1, 2020)

h. Equipment / Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet.

i. For criminal transactions, equipment / software must be compliant with the FDLE MBIS Criminal LiveScan Interface Control Document.

j. For civil applicant transactions, equipment / software must be compliant with the FALCON / AFIS Interface Control Document and Civil Workflow Control System (CWCS) Interface Control Document.

2.1.2 **Standards**

System equipment, software, services and warranties must be integrated into a single unit and include the following:

a. Must have a 22" or larger flat panel LCD for PC based implementations; laptop and mobile implementations can have smaller displays

b. Must provide on-screen prompts that indicate direction of finger roll and correct finger selection.

c. Must have integrated photograph capture capabilities (for criminal and applicant workflows).

d. Must have integrated palm print capture capabilities (for criminal workflows only).

e. Software functionality must be driven by the type of transaction and reason for submission as described in Section 2.2 - Template Configurations.

f. The system will have the ability to determine the NFIQ score for each fingerprint collected.

g. The minimum NFIQ score for an acceptable transmission will be user configurable.

h. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger. If the image is unacceptable, the operator must recapture the image.

i. Must automatically compare each rolled image against the corresponding "plain" impression to ensure proper finger placement and to prevent sequence errors before data is forwarded to the State Identification system or transferred to a printed fingerprint card.

j. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint.

k. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.

l. The system must have the ability to store a minimum of 500 completed tenprint transactions.

m. The system must provide a mechanism that enables an administrator to periodically delete stored records.

n. The system must provide a preview of the fingerprint image and data as it will be printed on a fingerprint card, and allow the operator to view a zoomed image.

o. The system must be capable of producing a tenprint transaction that is compatible with the State Identification Bureau (SIB) ICD.

p. The system must be able to print fingerprint images, including palm prints on fingerprint cards based on the appropriate template. The fingerprint images and demographic data must be printed in appropriate areas of the currently used fingerprint cards.

q. The system must be capable of producing multiple copies of the tenprint card without operator intervention.

r. The system must meet the FBI CJIS Security Policy and Florida Administrative Code 60GG-2 for regulating Access Control, Identification and Authentication.

s. The system must have a security system to prevent unauthorized operator access.

t. The system must provide an interface to a directory service for user access. i.e. Microsoft Active Directory or Lightweight Directory Access Protocol (LDAP).

u. The system must incorporate role-based access with privileges assigned based on a configurable user profile.

v. The system must have a timeout feature that will not leave the system in a "logged on" state for more than thirty minutes if the operator leaves the area.

w. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password.

x. The system must incorporate a signature pad for the capture of the subject's signature as well as the operator's signature.

y. The system must incorporate at a minimum Florida driver license card swipe (either magstripe or 2Dbarcode) capture capability to prepopulate demographic information. Data entered via card swipe must be editable by operator to correct any discrepancies and must conform to format required for submission.

z. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.

aa. The system must have remote diagnostic capability.

bb. The system must offer drop-down menus to provide help to the operator for data fields where specific entries are required.

cc. The system must perform pre-validation edit checks on data elements to ensure conformance to the State Identification Bureau Interface Control Document. (e.g., an invalid length for a name field or invalid characters in a name field)

dd. The system must have a table-driven administrative interface that allows users to change field validations, e.g., a table of valid country codes.

ee. Contractor must provide documentation on the system's capability to produce data for management reports showing system usage, operators using the system, calibration, and other functionality.

2.1.3 **Usability**

a. Must have a user interface designed for ease of use with minimal need for mouse or keyboard, e.g., an integrated foot pedal and touch screen features.

b. Ruggedized systems for jail implementations must be designed appropriate for field environments: waterproof, dust-resistant and shock-resistant.

c. Desktop configurations must be of compact design to permit countertop-placement in a booking area, or be portable.

d. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.

2.2 TEMPLATE CONFIGURATIONS

Respondents must provide LiveScan devices that have the ability to support all of the below Criminal and Applicant workflows. Respondents are to include complete Template Options for each unit. Additional information for individual responses may be provided as necessary. Each option must be available for selection by FDLE as needed.

Criminal Workflows

2.2.1 Criminal Arrest (Booking)

Criminal Arrest (Booking) workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

d. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

> The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.2 **Registrant**

Registrant workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

i. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a registration transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

> The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.3 **Department of Corrections Custody:**

Department of Corrections Custody workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

j. Provide an entry screen for entering demographics, custody information, and all additional required or optional data elements for a custody transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.4 **Identification Only**

Identification Only workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

k. Provide an entry screen for entering all required or optional data elements for an identification only transaction. Data field requirements are outlined in the BIS ICD.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.5 **Quick ID**

Quick ID workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect fingerprint impressions.

l. Provide an entry screen for entering all required or optional data elements for a quick id transaction. Data field requirements are outlined in the BIS ICD.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.6 **Deceased Known, Deceased Unknown, Identification Only FBI, Add-On Charge (future functionality)**

These workflows will become accessible following the implementation of FDLE's Multi-Biometric Identification Solution (MBIS) System, which is anticipated in early 2025. These workflows must meet the new compliance requirements as outlined in the Criminal LiveScan MBIS Interface Control Document (ICD) and the MBIS Requirements Definition Document (RDD). The relevant documents will be provided to ensure full compliance, upon successful implementation of the MBIS System. As with all previous workflows the following must be included:

a. Assign TCN & OBTS number.

b. Collect fingerprint impressions.

c. Provide an entry screen for entering all required or optional data elements. Data field requirements are outlined in the MBIS ICD and MBIS RDD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the MBIS ICD and the MBIS RDD.

f. Receive and process the responses to the TOT submitted as defined in the MBIS ICD and the MBIS RDD.

Applicant (Civil) Workflows

2.2.7 Criminal Justice Applicant:

Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

c. Have the ability to capture a portrait via digital camera or configurable folder.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

2.2.8 Non-Criminal Justice Applicant

Non-Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

c. Have the ability to capture a portrait via digital camera or configurable folder.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

2.3 CONTRACTOR RESPONSIBILITIES

2.3.1 Contract Service Requirements

Requests by the FDLE and OEUs for product literature, price lists, and specifications must be provided within five working days after receipt of a written request, at no charge. However, the FDLE reserves the right to review and approve all product literature, price lists, and promotional materials before distribution to the FDLE and OEUs.

2.3.2 Factory Service Requirements

The Contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor must provide ordering instructions. The Contractor shall promptly notify the FDLE of any changes thereto, however, the parties expressly agree that changes to the service representative list are not Contract amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one authorized service location within the State of Florida.

2.3.3 Standard Support Levels

Contractors shall provide the following levels of support under the Contract:

a. Inside delivery, with set-up, installation and training
b. Standard warranty and maintenance (minimum 36-months, including all labor, materials and transportation charges)
c. Standard manufacturer's service response
d. 30-day money back guarantee, return to Contractor, with no shipping charges or restocking fee or comparable charges when alternative product(s) purchased.

2.3.4 Installation

The Contractor should include on-site, inside product delivery, uncrating, assembly, full installation, and removal of debris at no additional cost to the FDLE or OEUs. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEUs ordering and must be documented in writing.

Contractor must provide to the FDLE or OEUs all equipment technical requirements prior to

scheduling the installation. Technical requirement information will include, but not be limited to: data connection(s); appropriate electrical wiring and power supply; communications requirements, planned interfaces to the Biometric Information Solution (BIS) and the optimum operating environment specifications for equipment performance.

2.3.5 **Warranty**

Awarded Contractor must provide a thirty-six (36) warranty for parts and labor on the Live Scan Equipment and Software to be included in the cost of the equipment and/or software purchased under this Contract. The warranty period must begin upon acceptance of the system by the FDLE or OEUs.

2.3.6 **Maintenance**

Contractor shall offer an extended maintenance program that offers preventive/remedial service for the system that commences after the initial thirty-six (36) warranty period.

It shall be the responsibility of the FDLE or OEUs to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

2.3.7 **Instruction Manuals**

At the time of the delivery of products or services under any Contract resulting from this solicitation, the Contractor(s) must furnish the FDLE or OEUs one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEUs as they are issued by the manufacturer. Each instruction and maintenance manual must contain definitions of terms; definitions of equipment; equipment capabilities; technical descriptions of equipment operations; descriptions of malfunction identifications; troubleshooting procedures; and detailed schematic and use instructions.

Upon request of the FDLE or OEUs, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

2.3.8 **Training and Documentation**

a. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer/operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE before conducting the training.

b. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

c. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other

Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).

d. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

2.3.9 **Delivery**

Freight and inside delivery costs should be included in unit prices. Delivery is required within thirty (30) days from receipt of an FDLE or OEUs purchasing document containing complete and correct ordering information. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. Exceptions must be negotiated with the FDLE or OEUs and documented in writing. Contractors must notify the FDLE or OEUs at least seventy-two (72) hours in advance of delivery of equipment so that necessary arrangements can be made.

2.3.10 **Replacement/Discontinued Models**

During the term of the Contract, the Contractor may submit for consideration and approval a replacement model for any awarded item. The replacement offered must meet or exceed the original solicitation specifications and must not exceed the price of the originally awarded model. Acceptance of any replacement model is at the discretion of the FDLE.

2.3.11 **Sales Summary Reports**

The following data shall be reported to the FDLE on a quarterly and annual Contract basis:

a. Contractor's name
b. Reporting period
c. Total dollar value of purchases per quarter, separated by:
    - State Agency and OEUs totals
    - Purchase order and P-Card order totals
    - Product group
d. Excel report itemizing total purchases for a period
    Shall include columns for the following information:
    - Manufacturer's name
    - Agency name
    - Product number
    - Item description
    - Product group number
    - Identify lease or purchase status
    - Unit of measure
    - Quantity
    - Manufacturer list price
    - Percentage discount taken
    - Final purchase price

    Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar

days following the end of each quarter (January, April, July, and October) and/or Contract-year may result in the Contractor being found in default and subsequent cancellation of the Contract by the FDLE.

Submission of contract sales summaries is the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary information as described above by email to the Contract Manager. FDLE shall distribute, in electronic format, the contract sales summary information to be used by the awarded Contractor upon Contract signature.

2.3.12 **Balance of Line**

Contractor(s) may have the opportunity to include a balance of line which will include software, hardware, accessories and other equipment and features that are directly related to the Live Scan equipment's operational capabilities that fall within the scope of this Contract, at a fixed discount equal to or greater than the discount applied to numbered items bid. This information shall not be submitted with Respondent's Reply. The addition of any products to any contract resulting from this ITN shall require written approval by the FDLE.

2.3.13 **Miscellaneous Fees and Charges**

Contractor may not charge FDLE or OEUs any additional fees, including but limited to property tax, sales tax, delivery charges, pick-up charges and fuel surcharge.

ATTACHMENT I
PASS / FAIL REQUIREMENTS

This Pass / Fail Requirements Form must be completed by a representative of the Respondent who is authorized to contractually bind the Respondent's organization to contracts and who is capable of certifying that the organization will satisfy these requirements in any prospective contracts pursuant to this competitive solicitation. **Respondents must answer "YES" to each question in order to have their Reply evaluated by the Department.**

FDLE ITN 2420 – LIVESCAN EQUIPMENT AND SOFTWARE

PASS / FAIL QUESTION	YES/NO
1) Has Respondent provided the equipment, software, services, and warranties specified in **Attachment H: Technical Reply Instructions and Evaluation Criteria**, to other federal, state, county, and city municipalities?	
2) Can Respondent provide the equipment, software, services, and warranties in compliance with all laws, rules, and other authority applicable including but not limited to, policies described in **Attachment H: Technical Reply Instructions and Evaluation Criteria** of this ITN?	
3) Will the Respondent's proposed solution satisfy the State's requirements that all technical specifications described in **Attachment H: Technical Reply Instructions and Evaluation Criteria** of this ITN are met?	
4) Respondent will agree to meet the FBI Criminal Justice Information Services (CJIS) security requirement.	

Rick Johnson
*Authorized Representative's Signature

05/30/2024
Date

Rick Johnson / Vice President
*Typed Name and Title of Authorized Representative

DataWorks Plus, LLC
Respondent Company Name

*This individual must have the authority to bind the Respondent.

ATTACHMENT J
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Rick Johnson

***Authorized Representative's Signature**

Rick Johnson / Vice President

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT K

PRICE REPLY SHEET

The Price Reply Sheet has been attached separately to the Invitation to Negotiate VIP advertisement.

ATTACHMENT L

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-XXX-XX

This Contract, by and between DataWorks Plus, LLC, a company duly authorized to conduct business with the State of Florida, whose business address is 728 N. Pleasantburg Drive, Greenville, SC 29607 (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number ITN 2420 and the Contractor submitted a reply to _____; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-XXX-XX" which shall be first in order of precedence, with exception those sections stated below):

- The Contract document;
- The documents and materials attached to or incorporated by reference in the Contract including the approved final **Technical Reply** (Attachment H);
- The FDLE-ITN-2420 solicitation as modified by any applicable Addendum to the FDLE-ITN-2420;
- The Contractor's Response; and
- The documents and materials attached to or incorporated by reference in the Contractor's Response

1. **CONTRACT TERM**

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following execution.

B. Renewal Term

The State reserves the right, at its sole discretion, to renew the Contract for **up to three (3) additional years beyond the initial term, by exercising up to three (3) one (1) year renewal options.** Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

2. **Deliverables (to be included post-award)**

Deliverable Due	Minimum Performance Required	Financial Consequence

3. **Statement of Work (to be included post-award)**

4. **Pricing (to be included post-award)**

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. **PUR 1000 – General Contract Conditions**

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this Contract. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. **American with Disabilities Act (ADA) Civil Rights Compliance**

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal

Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

CONTRACTOR will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

5. Confidential Information

Confidential Information" means information or materials provided by one party to the other which are: i) in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119,

Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

6. Contract Manager

The Department's Program/Regional Contract Manager for this Contract shall be:

Name:	Rick Johnson
Title:	Vice President
Street Address:	728 N. Pleasantburg Dr.
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	rjohnson@dataworksplus.com

7. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

8. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

9. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

10. Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

11. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

12. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided

or, if the Parties do not agree to submit the dispute to non- binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

13. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

14. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. E-Verify

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

The website for E-Verify registration may be located at Home (e-verify.gov)

16. Financial Consequences for Contractors Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

17. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

18. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

19. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statues. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
PO Box 1489
Tallahassee, Florida 32302
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

20. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

21. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party’s order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

22. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

23. Non-Material Errors

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

24. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between CONTRACTOR and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

25. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

Name:	Rick Johnson
Title:	Vice President
Street Address:	728 N. Pleasantburg Dr.
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	rjohnson@dataworksplus.com

26. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

27. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall 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 the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

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 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

28. Right to Audit

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

29. Renewal

There shall be no automatic renewal of this contract. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Contracts procured on an emergency or single source basis may not be renewed.

30. Scrutinized Companies List (applies to all contracts)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

31. Scrutinized Companies Lists (applies only to contracts for $1 million or more)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

32. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

33. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

34. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

35. Taxes

The Department does not pay Federal excise or sales taxes on direct purchases of personal property. The Department will not pay for any personal property taxes levied on the Contracting Party or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the special contract conditions section or in the contract.

36. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

37. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested, or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits. The Contracting Party will be paid (i) payment of the

contract price for all goods and/or services delivered or performed prior to the effective date of termination if accepted by the Department (acceptance means the Department receives a commensurate benefit from the deliverable); and (ii) payment on a percent-complete basis for all work-in-progress Deliverables not to exceed each Deliverable's amount.

38. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statues, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

39. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

40. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

This section intentionally left blank

41. Warranty of Authority

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

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Contractor	Florida Department of Law Enforcement
Rick Johnson	
Signature	*Signature*
Rick Johnson	
Print Name	*Print Name*
Vice President	
Title	*Title*
05/30/2024	
Date	*Date*

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Business Support
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

DATE: May 7, 2024

SOLICITATION NUMBER: FDLE ITN 2420

SOLICITATION TITLE: LiveScan Equipment and Software

BEST AND FINAL OFFER DUE: May 9, 2024 at 5:00 pm ET

PLEASE SIGN BELOW TO CONFIRM RESPONDENTS' BEST AND FINAL OFFER

The signed statement indicates the Respondent acknowledges their intent to comply with all terms and conditions indicated in the ITN, the Respondent's Initial Response to the ITN, and the Best and Final Offer.

When a Contract is established between the Department and the successful Respondent for the services sought by the ITN, the Respondent's Initial Response to the ITN and the Respondent's Best and Final Offer shall be incorporated into and thereby become part of the Contract. If there is a conflict in language, the Department's Contract will govern.

THE BEST AND FINAL OFFER ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED, AND RETURNED WITH THE BAFO RESPONSE.

BEST AND FINAL OFFER ACKNOWLEDGEMENT

COMPANY NAME: DataWorks Plus

FEDERAL TAX IDENTIFICATION NUMBER: 57-1104887

ADDRESS: 728 North Pleasantburg Drive

CITY: Greenville **STATE:** SC **ZIP:** 29607

AUTHORIZED REPRESENTATIVE: Rick Johnson **TITLE:** Vice President

AUTHORIZED SIGNATURE: [signature] **DATE:** 5/8/2024

PHONE: 864-672-6791 **EMAIL:** rjohnson@dataworksplus.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTE 120.57(3) OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 FLORIDA STATUTES.

RESPONDING VENDOR: DataWorks Plus

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

TenPrint Capture Devices in accordance with Section Eight (Technical Specifications).

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

TenPrint Capture Devices should include all items needed to create a "turn-key" solution. This will include hardware, software, peripherals, installation, training, and a three (3) year maintenance for a fixed price. If you are proposing a different model of a particular hardware be sure to indicate on separate line item. Descriptions should include the scanner brand and model being proposed. (Note: Optional Maintenance pricing included in Additional Offerings)

Line #	Item or Model Number	Description (Note: This section must include all items to create a "turn-key" solution. This includes all hardware, software, and peripherals.	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 1 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 2 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 3 Actual Contract Purchase Price (Note: This should include three years of maintenance)
1	LS-T-PALM-10F	Cabinet LiveScan with Palm • DataWorks Plus Livescan Software • Thales CS 500Q Livescan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$20,520.00	10%	$18,468.00	$18,468.00	$18,468.00	$18,468.00
2	LS-T-PALM-10F-D	Desktop LiveScan with Palm • DataWorks Plus Livescan Software • Thales CS 500Q Livescan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$17,020.00	10%	$15,318.00	$15,318.00	$15,318.00	$15,318.00

RESPONDING VENDOR: DataWorks Plus

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Extended Maintenance Costs following the initial three years of provided maintenance

Optional Maintenance Costs

Line Number	Item or Model Number	Description (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	Renewal Year 1 Extended Maintenance Cost Plan Year 4	Renewal Year 2 Extended Maintenance Cost Plan Year 5	Renewal Year 3 Extended Maintenance Cost Plan 6 Year
1	LS-T-PALM-10F	• DataWorks Plus Livescan Software	$2,369.00	$2,369.00	$2,369.00
2	LS-T-PALM-10F-D	• DataWorks Plus Livescan Software	$1,957.00	$1,957.00	$1,957.00
3	LS-IB-10F-D	• DataWorks Plus Livescan Software	$760.00	$760.00	$760.00
4	LS-EVOL-3-1F	• DataWorks Plus Livescan Software	$235.00	$235.00	$235.00
5	LS-CM-PALM-10F	• DataWorks Plus Livescan Software	$3,048.00	$3,048.00	$3,048.00
6	LS-CM-PALM-10F-1KP	• DataWorks Plus Livescan Software	$3,536.00	$3,536.00	$3,536.00
7	LS-CM-10F-D	• DataWorks Plus Livescan Software	$1,201.00	$1,201.00	$1,201.00
8	LS-EVOL-5470-PALM	• DataWorks Plus Livescan Software	$2,599.00	$2,599.00	$2,599.00
9	LS-EVOL-5150-10F-T	• DataWorks Plus Livescan Software	$1,591.00	$1,591.00	$1,591.00
10	LS-IB-PALM-10F	• DataWorks Plus Livescan Software	$2,189.00	$2,189.00	$2,189.00
11	LS-EVOL-5004-10F	• DataWorks Plus Livescan Software	$1,068.00	$1,068.00	$1,068.00

Additional TenPrint Capture Devices

This will include hardware, software, peripherals, installation, training, and a three (3) year maintenance for a fixed price. If you are proposing a different model of a particular hardware be sure to indicate on separate line item. Descriptions should include the scanner brand and model being proposed. (Note: Optional Maintenance pricing included in Additional Offerings)

Line #	Item or Model Number	Description (Note: This section must include all items to create a "turn-key" solution. This includes all hardware, software, and peripherals.	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 1 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 2 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 3 Actual Contract Purchase Price (Note: This should include three years of maintenance)
1	LS-IB-10F-D	Desktop LiveScan Non-Palm • DataWorks Plus Livescan Software • IB Kojak Livescan Hardware • Laptop • Photo Capture System w/ DSLR Camera • TEMPLATES (ID, QID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$6,336.00	0%	$6,336.00	$6,336.00	$6,336.00	$6,336.00
2	LS-EVOL-3-1F	Livescan Non-Palm • DataWorks Plus Livescan Software • Evolution 3 (A-Series) Handheld Livescan Hw • TEMPLATE (QID, Future Functionality (DK, DU, ID-FBI Add on charge)	1	$1,960.00	0%	$1,960.00	$1,960.00	$1,960.00	$1,960.00
3	LS-CM-PALM-10F	Cabinet LiveScan with Palm • DataWorks Plus Livescan Software • HID/Cross Match L SCAN 500p Livescan Hw. • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (Level 1) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$25,398.00	0%	$25,398.00	$25,398.00	$25,398.00	$25,398.00

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

4	LS-CM-PALM-10F-1KP	Cabinet LiveScan with Palm • DataWorks Plus Livescan Software • HID/Cross Match L SCAN 1000p Livescan Hw. • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (Level 1) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$29,466.00	0%	$29,466.00	$29,466.00	$29,466.00	$29,466.00
5	LS-CM-10F-D	Desktop LiveScan Non-Palm • DataWorks Plus Livescan Software • HID/Cross Match Patrol Livescan Hardware • Computer/Monitor or Laptop • Photo Capture System w/ DSLR Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)	1	$10,008.00	0%	$10,008.00	$10,008.00	$10,008.00	$10,008.00
6	LS-EVOL-5470-PALM	Desktop/Mobile Livescan PALM • DataWorks Plus Livescan Software • Evolution 5470 Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$21,660.00	0%	$21,660.00	$21,660.00	$21,660.00	$21,660.00
7	LS-EVOL-5150-10F-T	Desktop/Mobile Livescan Non-Palm • DataWorks Plus Livescan Software • Evolution 5150 Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$13,260.00	0%	$13,260.00	$13,260.00	$13,260.00	$13,260.00
8	LS-IB-PALM-10F	Desktop/Mobile Livescan PALM • DataWorks Plus Livescan Software • Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$18,240.00	0%	$18,240.00	$18,240.00	$18,240.00	$18,240.00
9	LS-EVOL-5004-10F	Desktop/Mobile Livescan Non-Palm • DataWorks Plus Livescan Software • Evolution 5004 Handheld Livescan Hardware • Tablet • Photo Capture System w/ Tablet Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)	1	$8,900.00	0%	$8,900.00	$8,900.00	$8,900.00	$8,900.00

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Periphals									
Line Number	**Item or Model Number**	**Description** (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	**Unit of Measure**	**Manufacturer's Suggested Retail Price (MSRP)**	**Less Percentage (%) Discount Bid**	**Actual Contract Purchase Price** (Note: This should include three years of maintenance (*if applicable))	**Extended Maintenance Cost Plan for Year 4**	**Extended Maintenance Cost Plan for Year 5**	**Extended Maintenance Cost Plan for Year 6**
8	LS-TPCS	FBI Approved Tenprint Card Document Scanner	1	$6,960.00	0%	$6,960.00	$835.00	$835.00	$835.00
9	P-E-Tray	Additional Paper Tray for Tenprint Card Printer	1	$250.00	0%	$250.00	NA	NA	NA
10	LS-API-L1	API Demographic Data Interface One-Way One-Pass (Level 1) **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$3,000.00	0%	$3,000.00	$360.00	$360.00	$360.00
11	LS-API-L2	API Demographic Data Interface Two-Way Two-Pass (Level 2) **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$5,500.00	0%	$5,500.00	$660.00	$660.00	$660.00
12	LS-API-L3	API Demographic Data Interface Custom (Level 3) **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$10,000.00	0%	$10,000.00	$1,200.00	$1,200.00	$1,200.00
13	LS-P-E	Photo Image Exchange **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$1,800.00	0%	$1,800.00	$216.00	$216.00	$216.00
14	LS-UPS	UPS for Livescan	1	$500.00	0%	$500.00	$60.00	$60.00	$60.00
15	LS-1D-BCR	1D Barcode Reader and Software	1	$490.00	0%	$490.00	$59.00	$59.00	$59.00
16	LS-2D-BCR	2D Barcode Reader and Software	1	$600.00	0%	$600.00	$72.00	$72.00	$72.00
17	LS-HBCR	Hybrid Barcode Reader and Software	1	$2,400.00	0%	$2,400.00	$480.00	$480	$480.00
18	LS-BCR-MSR	Barcode & Mag Stripe Reader and Software	1	$1,800.00	0%	$1,800.00	$216.00	$216.00	$216.00
19	LS-MSR	Mag Stripe Reader and Software	1	$300.00	0%	$300.00	$36.00	$36.00	$36.00
20	P-LP	Bar Code Label Printer and Software	1	$720.00	0%	$720.00	$86.00	$86.00	$86.00
21	LS-PC	Livescan Photo Capture Module Camera and SW	1	$2,500.00	0%	$2,500.00	$300.00	$300.00	$300.00
22	DFM-L-Trak	Three Point Trak Lighting System	1	$850.00	0%	$850.00	NA	NA	NA
23	DFM-18-BD	Delux 18% Grey Backdrop	1	$150.00	0%	$150.00	NA	NA	NA
24	DFM-LS-CM	Camera Pole Mount for Livescan	1	$240.00	0%	$240.00	NA	NA	NA
25	DFM-PT	Camera Pan and Tilt	1	$200.00	0%	$200.00	$24.00	$24.00	$24.00
26	CM-KIT-PALM	Silicon Pad/Cleaning Kit for Palm Livescan 5/5	1	$375.00	0%	$375.00	NA	NA	NA
27	CM-KIT-NP	Silicon Pad/Cleaning Kit for Non-Palm Livescan 5/5	1	$225.00	0%	$225.00	NA	NA	NA
28	PS-L1	Professional Services Hourly Rate - Level 1	1	$180.00	0%	$180.00	NA	NA	NA
29	PS-L2	Professional Services Hourly Rate - Level 2	1	$225.00	0%	$225.00	NA	NA	NA
30	PS-L3	Professional Services Hourly Rate - Level 3	1	$250.00	0%	$250.00	NA	NA	NA
31	PS-L4	Professional Services Ho'urly Rate - Level 4	1	$275.00	0%	$275.00	NA	NA	NA
32	PS-L5	Professional Services Hourly Rate - Level 5	1	$325.00	0%	$325.00	NA	NA	NA
33	LS-C	Pelican Case for Livescan (with Wheels)	1	$500.00	0%	$500.00	NA	NA	NA
34	LS-RC-FIXED	Ruggedized Cabinet	1	$2,540.00	0%	$2,540.00	NA	NA	NA
35	LS-TP-CP	FBI Approved Tenprint Card Printer and software	1	$1,920.00	10%	$1,728.00	$207.00	$207.00	$207.00
36	LS-ADI	Active Directory Integration (for livescan)	1	$2,500.00	90%	$250.00	$30.00	$30.00	$30.00
37	LS-SC	Signature Capture device with software	1	$480.00	35%	$312.00	$37.00	$37.00	$37.00
38	LS-2D-BCR	2D Bar Code Reader (DL Reader) with Software	1	$600.00	25%	$450.00	$54.00	$54.00	$54.00

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Additional Software Options									
1	LS-RDNA	RapidDNA Software Module for Livescan	1	$7,500.00	0%	$7,500.00	NA	NA	NA
2	LS-SOFT	Livescan Software Only	1	$9,500.00	0%	$9,500.00	NA	NA	NA
Additional Training costs									
1	PS-L1	Hourly Training Rate - Virtual - Level 1	1	$180.00	0%	$180.00	NA	NA	NA
2	PS-L4	Hourly Training Rate - On-Site - Level 4	1	$275.00	0%	$275.00	NA	NA	NA
Additional Installation costs									
1	PS-L2	Hourly Installation Rate - Remote Dial-In - Level 2	1	$225.00	0%	$225.00	NA	NA	NA
2	PS-L4	Hourly Installation Rate - On-Site - Level 4	1	$275.00	0%	$275.00	NA	NA	NA
Additional Customization Costs									
PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES									
1	PS-L5	Hourly Rate for Customization/SW Development	1	$325.00	0%	$325.00	NA	NA	NA
Additional Value Added Costs									

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Services other than those specifically outlined in this solicitation that the Respondent believes offers Value-Added Services to the Department									
1	LS-EVOL-5150-10F-ID	Desktop/Mobile Livescan Non-Palm • DataWorks Plus Livescan and Mobile ID Software • Evolution 5150 Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$14,460.00	0%	$14,460.00	$1,735.00	$1,735.00	$1,735.00
2	LS-IRIS	IRIS Capture Hardware/Software- Added to Livescan	1	$3,500.00	0%	$3,500.00	$420.00	$420.00	$420.00
3	LS-BL-FI	Biometric Login - Fingerprint FP Scanner and SW	1	$1,500.00	0%	$1,500.00	$180.00	$180.00	$180.00
4	LS-BL-FA	Biometric Login - Face Web Camera and SW	1	$1,500.00	0%	$1,500.00	$180.00	$180.00	$180.00
5	LS-BL-S	Biometric Login Server Software	1	$5,000.00	0%	$5,000.00	$600.00	$600.00	$600.00
6	LS-C-HA	Height Adjustable Ruggedized Livescan Cabinet	1	$4,200.00	0%	$4,200.00	NA	NA	NA
7	LS-C-HA-U	Upgrade Fixed Cabinet t Height to Adjustable	1	$1,660.00	0%	$1,660.00	NA	NA	NA
8	LMS-L1	Learning Management System - Level 1	1	$5,000.00	0%	$5,000.00	$600.00	$600.00	$600.00
9	LMS-L2	Learning Management System - Level 2	1	$10,000.00	0%	$10,000.00	$1,200.00	$1,200.00	$1,200.00
10	LMS-L3	Learning Management System - Level 3	1	$25,000.00	0%	$25,000.00	$3,000.00	$3,000.00	$3,000.00
11	LMS-L4	Learning Management System - Level 4	1	$50,000.00	0%	$50,000.00	$6,000.00	$6,000.00	$6,000.00
12	ID-EVOL-3-Paired-1F	Evolution 3 - Bluetooth Connect to Laptop	1	$1,900.00	0%	$1,900.00	$228.00	$228.00	$228.00
13	ID-EVOL-3-AIO-1F	Evolution 3 - All-in-One	1	$3,160.00	0%	$3,160.00	$379.00	$379.00	$379.00
14	ID-EVOL-4502-2F	Evolution 4502 2 Finger Wireless Handheld	1	$2,760	0%	$2,760	$331.00	$331.00	$331.00
15	ID-EVOL-5004-4F	Evolution 5004 4 Finger Wireless Handheld	1	$4,020.00	0%	$4,020.00	$482.00	$482.00	$482.00
16	ID-IB-USB-2F	IB Two Finger Scanner with DWP RapidID Software	1	$1,837.00	0%	$1,837.00	$220.00	$220.00	$220.00
17	ID-DW-SW	Dataworks RapidID-Software Only	1	$1,200.00	0%	$1,200.00	$144.00	$144.00	$144.00
18	GTM-DW-10	NIST GTM - Manage up to 10 Devices	1	$2,000.00	0%	$2,000.00	$240.00	$240.00	$240.00
19	GTM-DW-100	NIST GTM - Manage up to 100 Devices	1	$15,789.00	0%	$15,789.00	$1,895.00	$1,895.00	$1,895.00
20	GTM-DW-500	NIST GTM - Manage up to 500 Devices	1	$21,053.00	0%	$21,053.00	$2,526.00	$2,526.00	$2,526.00
21	GTM-DW-1500	NIST GTM - Manage up to 1500 Devices	1	$31,579.00	0%	$31,579.00	$3,789.00	$3,789.00	$3,789.00
22	GTM-DW-2000	NIST GTM - Manage up to 2000 Devices	1	$36,842.00	0%	$36,842.00	$4,421.00	$4,421.00	$4,421.00
23	GTM-DW-2500	NIST GTM - Manage up to 2500 Devices	1	$42,105.00	0%	$42,105.00	$5,053.00	$5,053.00	$5,053.00
24	GTM-DW-1500-2	NIST GTM - Manage up to 1500 Devices & 2 Concurrent NIST User Licenses	1	$52,632.00	0%	$52,632.00	$6,316.00	$6,316.00	$6,316.00
25	GTM-DW-2000-5	NIST GTM - Manage up to 2000 Devices & 5 Concurrent NIST User Licenses	1	$78,947.00	0%	$78,947.00	$9,474.00	$9,474.00	$9,474.00
26	PM-2	Digital Photo Manager (2 Licenses)	1	$10,000.00	0%	$10,000.00	$1,200.00	$1,200.00	$1,200.00
27	PM-5	Digital Photo Manager (5 Licenses)	1	$25,000.00	0%	$25,000.00	$3,000.00	$3,000.00	$3,000.00
28	PM-10	Digital Photo Manager(10 Licenses)	1	$40,000.00	0%	$40,000.00	$4,800.00	$4,800.00	$4,800.00
29	PM-25	Digital Photo Manager (25 Licenses)	1	$60,000.00	0%	$60,000.00	$7,200.00	$7,200.00	$7,200.00
30	PM-500	Digital Photo Manager (500 Licenses)	1	$350,000.00	0%	$350,000.00	$42,000.00	$42,000.00	$42,000.00
31	PM-UNLIMITED	Digital Photo Manager (Unlimited Licenses)	1	$500,000.00	0%	$500,000.00	$60,000.00	$60,000.00	$60,000.00
32	PM-ID-CARD	Digital Photo Manager ID Card Module	1	$2,500.00	0%	$2,500.00	$300.00	$300.00	$300.00
33	DWP-PVCID	PVC ID Card Printer Single Sided Printing	1	$6,675.00	0%	$6,675.00	$801.00	$801.00	$801.00
34	DWP-PVCID-D	PVC ID Card Printer Dual Sided Printing	1	$7,775.00	0%	$7,775.00	$933.00	$933.00	$933.00

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

1. **FDLE has a critical timeline requirement that the LiveScan equipment must be delivered, installed, and invoiced on or before 9/15/2024. Considering this timeline, along with the potential for a large order of LiveScan devices, please detail your methods and strategies for ensuring on-time delivery and installation of the equipment. Additionally, provide insights into any potential challenges or mitigating factors that could impact the timeline and how you plan to address them.**

   RESPONSE: DataWorks Plus commits to implementing approximately 100 livescan systems prior to the deadline of 9/15/2024. This will require FDLE to issue an order in a timely manner. This commitment is supported by the President/CEO (owner of DataWorks Plus) and the entire executive management team. Our company has been working with FDLE for livescan system installations and providing on-going support for many years. Our knowledge and understanding about what it takes to implement an FDLE-approved livescan system, along with providing software updates and statute code updates, will be a tremendous advantage when deploying new livescan systems. We know exactly what is needed for both immediate and future livescan installations. This experience mitigates the risk of the unknown across all Florida customer sites, and will benefit our fast deployment of a large quantity of livescans.

   Our company has a strong track record for successfully implementing large, complex projects in an accelerated time frame. DataWorks Plus has the hardware inventory, the people (three located directly within FL, and a large team of people located at our corporate headquarters), and the processes in place to be confident we can implement all livescan system prior to the noted deadline. Any potential challenges are generally associated with DataWorks Plus waiting on information needed from the customer.

   DataWorks Plus provided a detailed overview of several projects that had a very aggressive installation schedule that was successfully implemented. The largescale projects include Tennessee TBI, LA County, Pennsylvania, and Florida Department of Corrections. As a nimble and versatile company, these largescale project types are exactly where we excel the most. With all site installations, DataWorks plus will serve as a low-risk provider for FDLE, all at a competitive price.

Additionally, our commitment to provide customized training videos prior to customer installations will be a tremendous asset to the installation and "go-live" process for each livescan system customer.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

2. **FDLE acknowledges that some contractors may have business relationships where they sell LiveScan software separately from hardware, or vice versa. If your company engages in such arrangements and plans to rely on other entities for the sale of hardware or software when supplying to the State of Florida, FDLE requests copies of these contracts for review. We aim to ensure that the State receives both products and that the Contractors involved have a strong and reliable working relationship with each other.**

   RESPONSE: This question is not applicable to DataWorks Plus.

3. **If your company sells the LiveScan software and hardware separately, please explain to FDLE how the maintenance agreement on the equipment and software configuration functions. Will there be one comprehensive maintenance agreement covering both components or will there be separate agreements for the hardware and software? Additionally, provide details on the scope of maintenance services included in these agreements, including any potential differences in coverage or support levels between the hardware and software.**

   RESPONSE: This question is not applicable to DataWorks Plus.

4. **In addition to the provision of training manuals for each unit ordered, including updates, as outlined in Section 2.3, Subsection 2.3.7 of the ITN contract requirements, FDLE would like to inquire about other means available to the contractor for disseminating instructional and maintenance information to FDLE and other Eligible Using Units (OEUs). Specifically, what mechanisms does the contractor have in place to ensure that FDLE and OEUs receive timely updates, bulletins, revisions, and corrections related to the equipment and software supplied? Additionally, please provide details on any online resources, customer portals, or other platforms used by the contractor to facilitate ongoing support and information dissemination.**

RESPONSE: In addition to in-person training, DataWorks Plus can offer self-service training resources, such as online help files and instructional video training. User and Administrator training manuals are also available to users and can be provided in electronic or hard-copy format. DataWorks Plus will tailor these training materials to meet the specifications defined within the ITN.

Online-viewable training materials, such as instructional videos, can be hosted via the agency network and accessible by authorized users within a standard web browser from any agency-networked PC. If the agency has purchased our optional Learning Management System (LMS), then a certification process can be built directly into these hosted training materials.

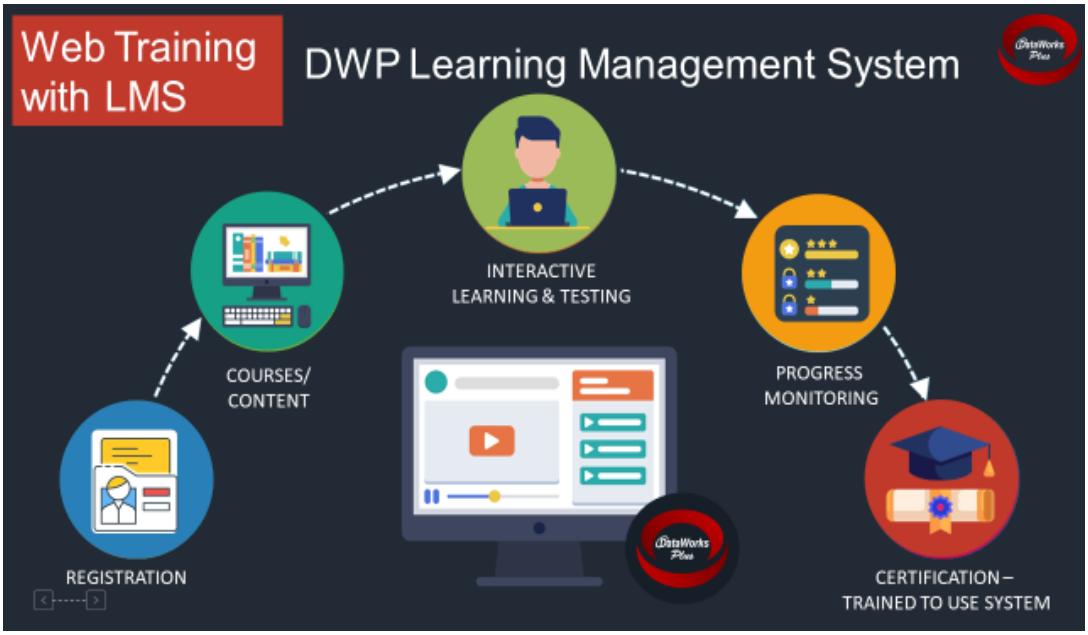
The livescan training manual is embedded in the Livescan system software.

AS DISCUSSED DURING THE NEGIOITATION MEETING, DATAWORKS, AT NO ADDITIONAL COST, WILL PROVIDE CUSTOMIZED TRANING VIDEOS. This will be extremely valuable with the initial roll-out of the livescan systems as well as on-going training.

Learning Management System (LMS)

As an option, DataWorks Plus has developed an LMS software application that will deliver, monitor and track training to ensure that all users have completed a minimum basic level of training before accessing a DataWorks Plus system. LMS presents interactive educational content to users, then tests their level of acquired knowledge.

- **Streamlined User Registration Process**
- **Video Tutorials, Interactive Learning & Testing**
- **Convenient Accessibility—Users can access from anywhere and at any time**
- **Automated Grading, Reports, & Certificate Issuance**
- **Ensure Compliance Training**
- **Tracking—Track Progress, scores and overall performance**
- **Supports Personalization—Individualize training experience for specific user groups**
- **Reduce learning costs**
- **Refresher Training**



In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

5. **Under Section 2.3, Subsection 2.3.8, Letter B of the ITN contract requirements, FDLE seeks clarification regarding the provisions for additional training beyond the initial session provided at no charge. Specifically, if additional training is required or requested beyond the initial session, we request details on what is included in the rate provided in the Price Reply additional offerings tab. Please provide information on the scope of additional training sessions, including duration, and any associated materials or resources provided. Additionally, clarify any limitations or conditions associated with the provision of additional training services.**

RESPONSE: DataWorks Plus can re-distribute written documentation for the LiveScan Plus system to any customer site on an as-needed basis. The documentation can be sent in both hardcopy and electronic formats in accordance with the customer agency's specific needs.

DataWorks Plus will provide full written documentation for the LiveScan Plus system. This will include manuals for all application software and system hardware such as a Site Preparation Guide, Administrator Guide, User Guide, and any contract-specific documents developed as part of the program plan.

User guides include a system overview, application interface basics, and detailed instructions for using all modes of operation for the livescan workstation. Instructions describe the workstation screens and provide step-by-step procedures for completing workstation tasks. Administrator guides cover hardware, software, communications, diagnostics, monitoring system activity, reporting, backup and recovery, and maintenance.

Online help manuals are included in the software and can be used at any time to assist users in navigating the software. Users can click on "help" from the application and search for information as needed. In addition, these manuals can be printed as necessary and used in any future training classes as needed.

If customer cannot find info or needs more information they can the 24/7 call center for assistance.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

6. **In adherence to the terms outlined in the ITN contract requirements, particularly concerning the availability of additional or replacement instructions and maintenance manuals, FDLE seeks confirmation from the Contractor regarding their willingness to provide such materials upon request. Specifically, we request clarification on the methods by which these additional or replacement manuals will be made available, whether in hardcopy or electronic format. Additionally, please provide details on the process for requesting these materials, including any associated fees or charges, and the expected timeline for fulfillment of such requests.**

   RESPONSE: Customers under a DataWorks Plus maintenance contract receive minor software updates, such as patches, hotfixes, and compatibility fixes for free. Upgrades that involve the addition of new software or hardware functionality, such as major software version releases or additional software modules, must be purchased by the customer. General maintenance update installation is provided at no cost to the customer, and most updates can be implemented remotely. DataWorks Plus will coordinate release updates with each agency. The agency will then communicate with any necessary vendors or users. DataWorks Plus' Support Center staff will handle all update installation. Please note the customer is to provide remote access during the installation and warranty period. Prior to installation, connectivity for remote access has to be tested and working.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

7. **In alignment with the expectations outlined in the ITN contract requirements, particularly regarding software update services, FDLE seeks confirmation from the Contractor regarding the scope of these services. Specifically, we expect software update services to encompass various components, including the provision of software patches, updates required by Florida law, administrative rule, FDLE policy and/or standards, modifications to comply with the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy (CJISSECPOL), National Crime Information Center (NCIC), Nlets, and new version releases. If any of these requirements cannot be met, please provide a detailed explanation outlining any limitations, constraints, or alternative approaches proposed by the Contractor to address these needs.**

   RESPONSE: Typically, DataWorks Plus requires the customer to provide Operating System patch updates. Though the ITN specification did not require this, we committed to providing these for our livescan customer that purchased via the new contract.

   In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

8. **Following the ITN contract requirements, particularly concerning future workflows, template enhancements, and additional modifications, FDLE requests clarification from the Contractor regarding the provisions for addressing such requirements. Specifically, if additional modifications and associated costs are required or requested beyond the standard scope of services, we seek an explanation of what is included in the rate provided in the Price Reply under the header 'Additional Customization Costs'. Please provide details on the scope of additional modifications covered by this rate, including any associated costs, timelines, and any limitations or conditions associated with the provision of these services.**

   RESPONSE: DataWorks Plus commits to support future functionality that is published by FDLE in a new ICD. DataWorks Plus will provide this at no additional cost to FDLE. All DataWorks Plus customers that are under warranty or have a

maintenance contract will receive the software at no additional cost. The only cost will be labor hours that are needed for the software upgrade or additional training.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

9. **In order to ensure full transparency and understanding of the financial implications associated with the procurement, FDLE requests clarification from the Contractor regarding the presence of any hidden costs or additional fees. Specifically, we seek confirmation on whether there are any undisclosed expenses or fees that may arise throughout the duration of the contract (e.g., freight costs, shipping costs for replacement parts, etc.). Please provide details on any potential hidden costs or additional fees, including their nature, scope, and the circumstances under which they may be incurred. Additionally, clarify any mechanisms in place for notifying FDLE of such costs in advance.**

RESPONSE: Our price does not have hidden costs. It is a turn-key system. Supplies are not included (printer cartridges/paper). For interfaces, the price is for the DataWorks Plus potion of the interface. The JMS or RMS vendor may have additional charges. Anything that is mounted to an agency facility is not covered by DataWorks Plus. Power and network connectivity must be provided by the customer.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

10. **FDLE seeks confirmation from the Contractor regarding the pricing outlined in the Tenprint Price Reply Tab, ensuring it encompasses the comprehensive cost for the LiveScan software, hardware, and peripherals as a complete 'turn-key' solution. We require clarification that the proposed model aligns precisely with the specifications outlined in the ITN contract requirements and does not necessitate any additional hardware to fulfill the stipulated functionalities.**

RESPONSE: Confirmed. DataWorks Plus understands FDLE requires a turn-key system with a three-year warranty.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

11. **In addition to confirming the pricing and completeness of the proposed solution, FDLE requests that the Contractor specify the single model they believe best fits the requirements outlined in the ITN. Please provide details on the selected model, including its specifications, capabilities, and how it meets the needs of the ITN contract requirements. Additionally, highlight any unique features or advantages that make this model particularly well-suited for FDLE's needs.**

RESPONSE: The single model that we recommend for project success is detailed in the AMENDED BAFO ATTACHMENT K spreadsheet. Under the "TENPRINT" Tab. Line 1 and 2 detail the single best solution that support the template and workflows detailed in the ITN. Line item 3,4,5 and 6 details items that meet the ITN specifications but were not mentioned in the workflow section. As we discussed, line item 3, 4, 5 and 6 are not always requested by a livescan customer. For example, some customers may purchase multiple livescan systems, but only require one printer that is shared by all livescans. For a criminal livescan, Drivers License reader is typically not needed because the inmate will not have their driver's license at time of booking. Some customers like Active Directory integration and others don't. As individual line items, customers can select what is needed and the not have to pay of items that they do not need.

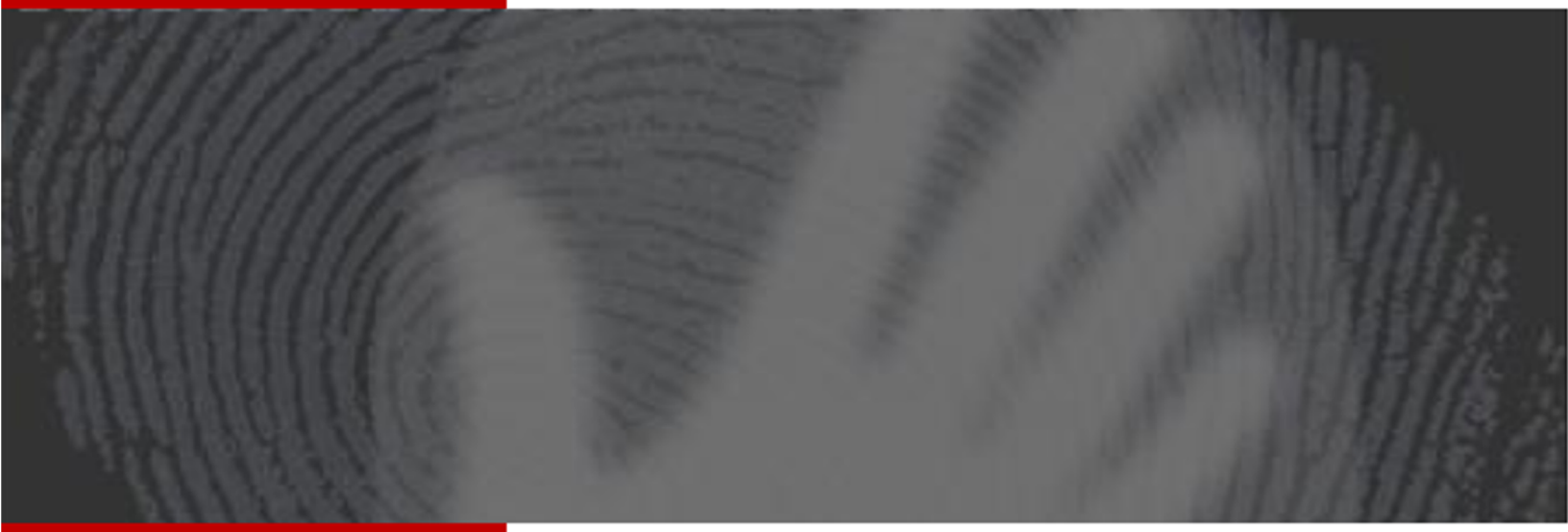
In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

12. **FDLE aims to ensure vendors' comprehension of the pricing structure outlined in the Price Reply worksheet. Specifically, we seek confirmation that vendors understood the requirement to provide the contract price of the devices, inclusive of a three-year warranty, which remains fixed for the duration of the contract. Additionally, vendors should clarify their pricing strategy for each renewal year, ensuring that it continues to include the three-year warranty. This ensures transparency and consistency in pricing throughout the contract term. Please provide insights into your understanding and approach to pricing in alignment with these requirements.**

RESPONSE: DataWorks Plus fully understand the price structure required by FDLE. Agencies that purchase from the state contract will be guaranteed a three-year warranty as well as the option to purchase up to three additional years maintenance contract. Example, if an agency purchases a livescan system one day prior to expiration of the contract, they will receive the same warranty and maintenance options as though they purchased the livescan on day one of the contract.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

VOLUME ONE: Technical Replies



Attention:
Angela Githens
FDLE Off-Site Mail Facility
c/o Florida Department of Law Enforcement
Office of General Services
813B Lake Bradford Road
Tallahassee, FL 32304

DataWorks Plus
Solicitation Number: FDLE-ITN-2420
Title: LiveScan Equipment and Software
Reply Opening: 4/15/2024 @ 3:00 PM ET

VOLUME ONE: TECHNICAL REPLY

DataWorks Plus Contact:
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EXHIBIT "A"

1.1 Reply Cover Letter

April 10, 2024

Angela Githens
Office of General Services
Florida Department of Law Enforcement
813B Lake Bradford Rd.
Tallahassee, FL 32304

Submission for:	FDLE-ITN-2420: LiveScan Equipment and Software
Respondent:	DataWorks Plus
Address:	728 N. Pleasantburg Dr. Greenville, SC 29607
Phone/Fax:	864-430-7981 / 864-672-2787
Representative:	Rick Johnson, Vice President, rjohnson@dataworksplus.com

Dear Procurement Officer Githens,

DataWorks Plus is pleased to submit this response to the **FDLE-ITN-2420, LiveScan Equipment and Software for the State of Florida Division of Law Enforcement.** We have carefully reviewed the ITN and our proposed solution full adheres to all requirements and specifications. Our proposed solution is FBI certified and meets all current NIST standards. With f experience as a Florida livescan provider under previous FDLE State Contracts, we are confident that our proposed hardware and software options will meet or exceed all of your agency's needs.

DataWorks Plus will not require the use of any subcontractors for this project.

DataWorks Plus offers support for all aspects of product delivery and ongoing support. System implementation and ongoing maintenance and support will be conducted from our headquarters located in Greenville, SC. Additionally, we have 3 Florida in-state customer support engineers, allowing rapid support for any location within the state, even when on-site assistance is needed. DataWorks Plus' employees have substantial expertise in equipment and services and a long-standing history in Florida law enforcement and identification systems.

Thank you for the opportunity to submit this bid response and for your consideration of our LiveScan Plus product and professional services. We look forward to providing you technology and support for many years to come. Please feel free to contact me if I can help you in any way.

Sincerely,

Rick Johnson
Vice President
864-430-7981
rjohnson@dataworksplus.com

EXHIBIT "A"

ATTACHMENT B
LIST OF SUBCONTRACTORS

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event that no subcontractor will be used, this form shall be returned indicating "No Subcontractors wll be used."

NO SUBCONTRACTORS WILL BE USED: ☑

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

***Authorized Representative's Signature**

Rick Johnson, Vice President

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

EXHIBIT "A"

2. Corporate Capabilities

2.1 Background

DataWorks Plus was founded in 2000, has 99 employees and is privately held (owned by one individual who is actively involved in day-to-day operations). Our mission is to provide our customers with top-of-the-line products, versatile applications, and only the best customer service. The DataWorks Plus' team is comprised of the most experienced executives, engineering, service and sales professionals in the business. DataWorks Plus is headquartered in Greenville, SC, with satellite sales offices located in California, Pennsylvania, and South Carolina, and service offices in Alabama, California, Colorado, Florida, Michigan, Minnesota, New Jersey, New York, North Carolina, Pennsylvania, and Tennessee.

DataWorks Plus was formed in 2000 as a company with a mission to provide our customers with top-of-the-line products, versatile applications, and only the best customer service.

Our knowledgeable and friendly support team is available by phone or e-mail to address any troubleshooting needs your agency may have at any time. DataWorks Plus also offers extensive and ongoing training for our products, utilizing a "train-the-trainer" approach, ensuring that your agency has someone on staff capable of training new users in all of the functionality of the installed DataWorks Plus systems.

DataWorks Plus' dedication to providing law enforcement and criminal justice agencies with the most cutting-edge technology, most intuitive and customizable applications, and most attentive and knowledgeable customer service/support staff in the industry is what the company is built upon. With such a strong foundation, DataWorks Plus is the premier solution provider in the industry today.

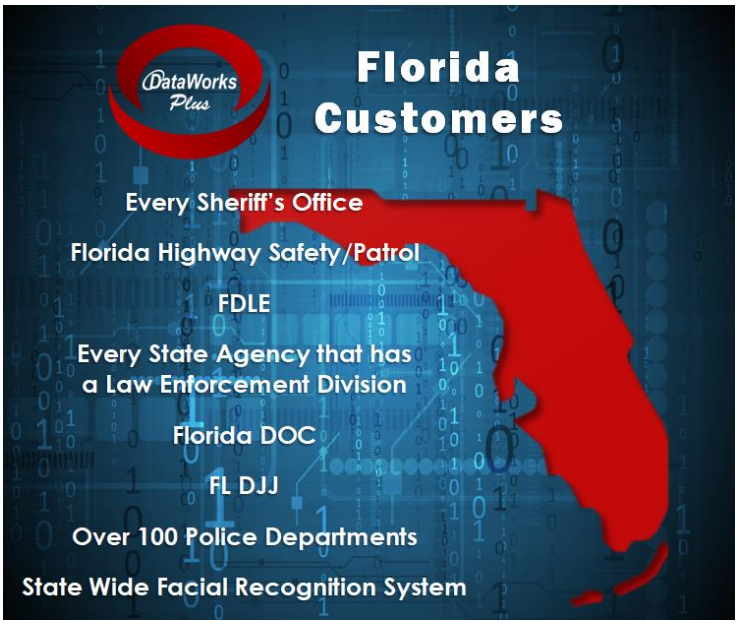
DataWorks Plus anticipates five employees (per contract sale) will be engaged in activities relevant to this ITN. 1. Sales, 2. Administration, 3. Project Management, 4. Installation/Training and 5. Regional Customer support engineers. If software development is needed, DataWorks Plus will engage software developers.

2.1.1 DataWorks Plus Customers

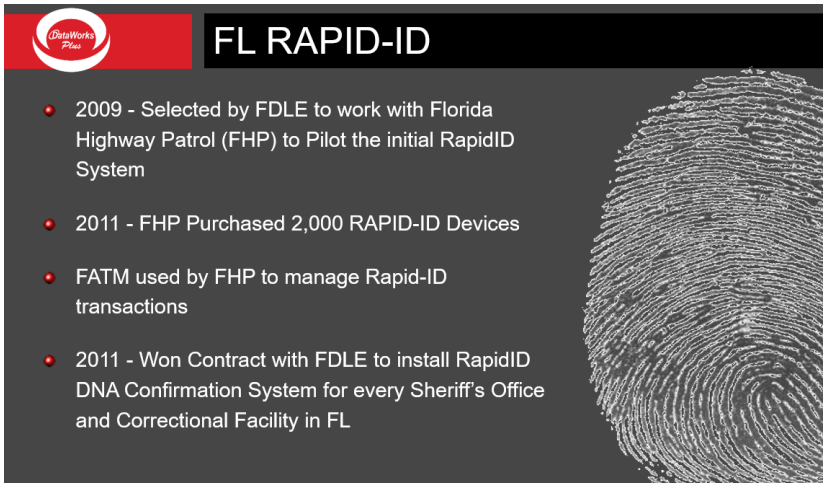
DataWorks Plus provides solutions to more than 3,000 criminal justice and law enforcement agencies, both large and small, in approximately 42 states and to the country of New Zealand. DataWorks Plus' commitment to customer satisfaction is evident in the customization capabilities of its products. We realize no two law enforcement or criminal justice agencies operate under exactly the same set of circumstances. Because of this, DataWorks Plus' products can all be customized to meet an agency's individual needs and preferences. DataWorks Plus' products can be effective for any size agency, whether an agency is a small-town sheriff's department or a nationwide organization.

2.1.1.1 Florida Customers

DataWorks Plus' Florida customers include all Sheriff's Offices statewide, Department of Juvenile Justice, Florida Department of Corrections, Florida statewide facial recognition system, Florida Highway Safety, and over 100 Police Departments.

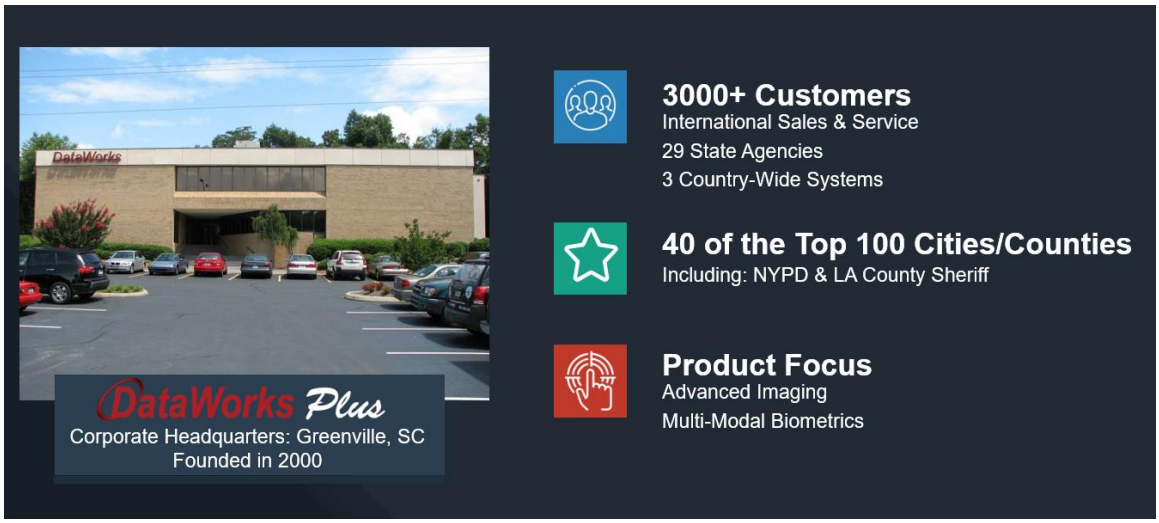


DataWorks Plus also worked closely with FDLE and FHP to pilot the first mobile RapidID system. Additionally, we worked closely with FDLE and Leon County to pilot the first livescan system that is tightly integrated with both vendors that provide RapidDNA devices. This functionality is expected to grow quickly as the Florida Sheriff's Association has obtained grant funding for Livescan and RapidDNA. DataWorks Plus has implemented Livescan/RapidDNA functionality for three counties and is currently implementing three more. Lastly, FDLE selected DataWorks Plus to implement the statewide RapidID DNA confirmation project. This system was quickly and successfully delivered to every sheriff's office in the State of Florida.



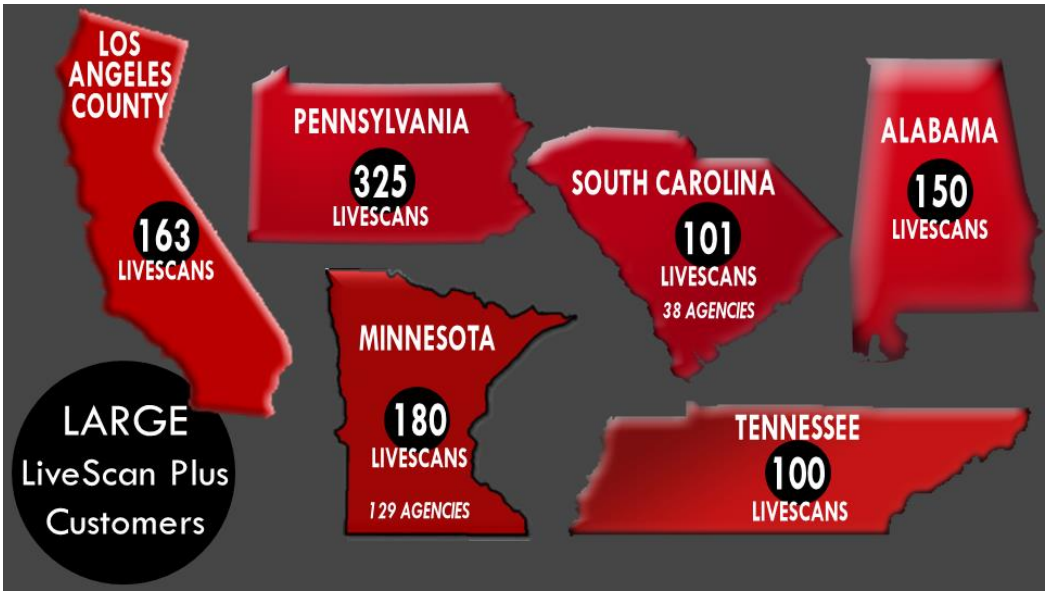
2.1.1.2 Additional Customer Base

In addition to the state of Florida, DataWorks Plus has over 3,000 customers, including 29 statewide agencies, and 3 country-wide systems. Our customer base includes 40 of the top 100 Cities / Counties in the country, including NYPD and LA County Sheriff's Office. For livescans, we have provided and supported well over 1,390 livescan systems nationwide, including State Contracts for AZ, MN, NY, TN and PA. Our LiveScan Plus system has been certified within the states of AL, AR, AZ, CA, CO, FL, GA, ID, IL, KS, MI, MN, NC, NJ, NV, NY, OH, OK, OR, PA, SC, TN, TX, WA, and WI. Our highly-versatile LiveScan Plus application is customized for each state or agency implementation in full accordance with local, state, and federal specifications.



2.1.2 LiveScan Plus Experience

DataWorks Plus has been providing livescan systems for 23 years - over 1,390 LiveScan Plus workstations to over 620 agencies nationwide, with clients ranging from single-site local agencies up to statewide and regional livescan contracts spanning dozens of agencies.



We have been selling and implementing livescan systems in Florida for over 18 years. Within Florida alone, DataWorks Plus has successfully developed, installed, and maintained over 70 of the proposed LiveScan Plus systems to more than 40 different agencies. As a solution provider under the previous FDLE Livescan state contract, DataWorks Plus installed hundreds of systems with quick delivery, quick implementation and on-going support.

DataWorks Plus was selected to be included in the last FDLE state contract for livescan systems. DataWorks Plus successfully implemented a lot of systems under the last FDLE state contract. Throughout these implementations, DataWorks Plus has performed all development, installation, training, and ongoing maintenance with high customer satisfaction. DataWorks Plus was also committed to providing customers with software updates based on changes that were made by FDLE. This strong track record and deep familiarity with Florida ICD specifications, booking templates, and workflows will allow DataWorks Plus to provide a high-quality, low-risk solution to FDLE that cannot be matched by most vendors.

The versatility and reliability of our LiveScan Plus system stems from the following key benefits:

1. **Open Architecture with Microsoft SQL Databasing:** Our proposed LiveScan Plus system utilizes standard Microsoft SQL databasing technology for the system's database, in which none of the data fields or data tables are hardcoded. This allows DataWorks Plus to extensively configure all data fields, screen layouts, charge codes, forms, and validation protocols at any time, without the need for additional development or coding. Not only does this grant increased abilities for interfacing with agency JMS /

RMS with data uniformity, but it ensures ongoing compliance with future Template / ICD updates released by the State of Florida.

2. **Hardware-Agnostic Scanner Compatibility:** Rather than locking agencies into a scanner device from a single manufacturer, DataWorks Plus has strategically partnered with several industry-leading scanner manufacturers, allowing agencies to pick from a broad array of FBI-certified devices. Every agency is different, and under our previous FDLE State Contract implementations, this hardware-agnostic approach has allowed us to work with agencies individually to find the best possible hardware for the job at the lowest possible cost.
3. **Localized Support w/ Remote & On-Site Assistance:** In addition to our fully-staffed Support Center which is available 24 hours a day, 7 days a week, 365 days a year for remote support assistance, DataWorks Plus has employed and strategically located 3 Customer Support Engineers within the state of Florida which can provide rapid on-site support for any issues which cannot be solved remotely.
4. **Secure FBI CJIS-Compliant Data Management:** To ensure ongoing FBI CJIS Security Policy compliance with our LiveScan Plus system, DataWorks Plus utilizes several methodologies for both data and image protection. These include role-based multi-factor authentication, data / image encryption both at-rest and in-transit, and in-depth training and CJIS certification for all personnel working on the LiveScan Plus system. All assigned personnel are required to be CJIS certified and to undergo FBI background checks in accordance with local agency policies. Additionally, DataWorks Plus has undergone a full company SOC2 audit, granting our company SOC2 compliance certification for all internal and external security controls.

5. **Expandable / Modular Products:** With DataWorks Plus, all products are designed so that they can be seamlessly integrated or expanded in modular fashion to give agencies the strongest booking and investigative toolsets possible. For example, the booking photos captured by our LiveScan Plus system can be used to build a full image enrollment repository for Facial Recognition. Iris Capture and matching can also be integrated within the photo capture process. Our NIST Manager plus system can convert all fingerprint records into a fully-digitized, FBI-approved fingerprint archive, effectively eliminating the need for hard-copy printing costs. We also offer multiple FDLE-certified Mobile-ID devices, some of which can integrate full livescan tenprint capture and Mobile-ID biometric identification into a single tablet-based device. By using these optional products in tandem with our proposed LiveScan Plus system, agencies can obtain some of the most powerful and versatile combinations of investigative and booking toolsets on the market.

2.1.3 Advantages of Working with DataWorks Plus

DataWorks Plus has been profitable every year since inception and continues to be highly profitable every year. As a privately held company our business decisions are based on the best interest of our customers. We have no pressure to generate quarterly or annual income for outside investor returns. This allows us to take a laid-back and no-pressure approach for sales, project implementations and on-going support. In addition, our customers have direct access to the owner and all of the executive staff of DataWorks Plus.

DataWorks Plus is positioned to assist all sizes of agencies with products and solutions for technology and service gaps. As experts in our field, DataWorks Plus can provide flexible solutions tailored to existing workflows and processes. This allows agencies to transition from existing systems to new or additional technologies without compromising current investments. DataWorks Plus has developed strategic relationships with product hardware and software suppliers, such as NEC, IDEMIA, Integrated Biometrics, Crossmatch, and Rank One, in order to achieve a completely open approach when recommending the best possible hardware and software solutions for our customers' projects.

2.1.3.1 Right Sized Company with the Right Corporate Philosophy

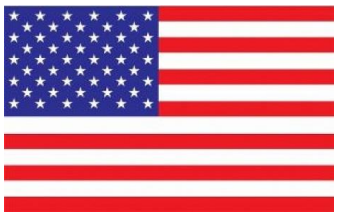
DataWorks Plus' commitment to customer satisfaction is evident in the customization capabilities of its products. We realize no two law enforcement or criminal justice agencies operate under exactly the same set of circumstances. Because of this, DataWorks Plus' products can all be customized to meet an agency's individual needs and preferences. DataWorks Plus' products can be effective for any size agency, whether an agency is a small-town sheriff's department or a nationwide organization. DataWorks Plus is a nimble company that reacts very quickly to customer needs. From quick implementation, to support issues, to changing our products to meet specific customer needs, to custom-designed applications, DataWorks Plus will do what it takes to make our customers happy. And, as a privately held company, DataWorks

Plus makes day to day decisions based on what is right for the customer. We believe DataWorks Plus provides more options and more flexibility than any other vendor. In addition, our products and services provide the following:

- Financially Sound
- United States Owned Company with Headquarters in Greenville, SC
- Experience implementing large regional, statewide, & country wide systems
- Proven and Low Risk Implementation
- Extensive Customer Base with Proven Products
- Ability to Easily Customize Software to Meet Agency Needs
- Easy to Work With
- Track Record of Excellent Customer Service

2.1.3.2 US-Based Company

DataWorks Plus is a United States based company that is privately owned. Our DataWorks Plus Support Center technicians operate from within the DataWorks Plus company headquarters in Greenville, SC, without any outsourced personnel.



2.1.3.3 Developer Qualifications

Our projects range in scope from individual counties to full, statewide implementations. Our developers have created numerous complex interfaces to various vendors live scan devices, MDT Solutions, AFIS, Employee ID Card Systems, RMS and CJIS systems, teaching our developers advanced interfacing techniques, such as the use of ODBC/Stored Procedures, Share File, Web Services and others. Our developers also have gained knowledge to integrate with many vendors' databases, including Oracle, SQL Server, and many others on various platforms such as AS400, IBM Mainframe, UNIX, VMS, Burroughs/Unisys Mainframe OS, Novell and Windows.

2.1.3.4 Nimble and Low-Risk Provider

DataWorks Plus understands that the long-term stability of a product requires long-term stability of the company providing it. By maintaining a vision of stability and growth, we have seen the scope of the projects undertaken by DataWorks Plus steadily increase from single standalone systems in small agencies, to multi-agency networked regional solutions, to statewide contracts containing hundreds of agencies with actively-used DataWorks Plus products. As a result, our Support Center technicians, development, and engineering staff have grown in both number and expertise to ensure optimal long-term functionality of all systems we install. We are aware of the critical need for any potential vendor's financial stability and ongoing support capability to be thoroughly evaluated by your agency. As such, we are confident that we can develop, install, and maintain our proposed products for your agency.

2.1.4 Future, Long Term Vision and Strategic Plans

Our customers vary from large statewide and countrywide contracts (Alabama, Minnesota, Pennsylvania, Tennessee, and New Zealand), to county / regional contracts (Los Angeles, San

Luis Obispo, SC DOC, and SC PPP), to small police department contracts. DataWorks Plus will continue to service this market exclusively, with ongoing research to improve system capability and scalability.

Future, Long Term Vision and Strategic Plans
DataWorks Plus will continue to improve the performance, reliability, scalability, and functionality of its products.
DataWorks Plus will seek to integrate the best quality FBI-certified livescan hardware via strategic partnerships with industry-leading scanner manufacturers.
DataWorks Plus will expand its products to work on different device types, networks, operating systems, and databases.
DataWorks Plus will continue development of new products that better meet the needs of the public safety market.
DataWorks Plus will continue to improve electronic submission capability of data and images between multiple agencies.
DataWorks Plus is committed to supporting current and future changes to ICD requirements.

2.1.5 Why You Should Choose DataWorks Plus

We believe DataWorks Plus has provided more options and more flexibility than any other vendor. In addition, our products, services and personnel provide the following:

We welcome the opportunity to provide your agency with a hands-on demonstration of our products. We also highly encourage you to call current DataWorks Plus customers to validate that our customers are extremely pleased with our people, our products and our support. In closing, DataWorks Plus is confident that we have the experience, commitment, knowledge, resources and products to provide the best possible solution for your agency.

2.2 Relevant Experience

Respondent is to describe prior experience with project(s) involving the hosting and operation of similar instrumentation and solution that meets all functional, technical, and security requirements specified in this ITN. Respondent shall include at least three (3), but no more than five (5) projects and limit descriptions to no more than three (3) pages per project. Projects should have been worked in the last five (5) years.

At DataWorks Plus, we view ourselves not only as application developers, but also as a solid system integrator, using a combination of best-of-breed solutions from third party providers, our own commercial-off-the-shelf software, and some custom development to provide the best available working environment for our customers. DataWorks Plus has carefully reviewed the ITN and we can provide a solution that utilizes industry-leading technology to meet your agency's functional, technical and security requirements. DataWorks Plus has provided descriptions of the projects implemented at the three reference agencies listed on Attachment G. In addition, we have provided information about the FDLE state-wide DNA confirmation project and description of additional projects at FDLE and in the State of Florida.

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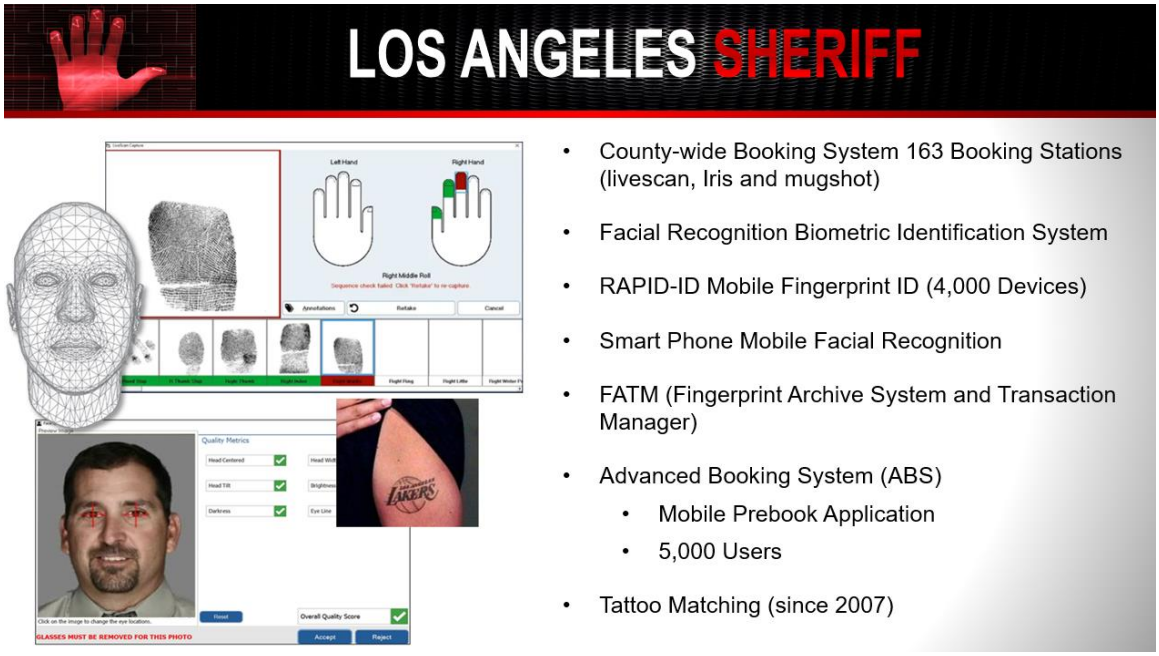
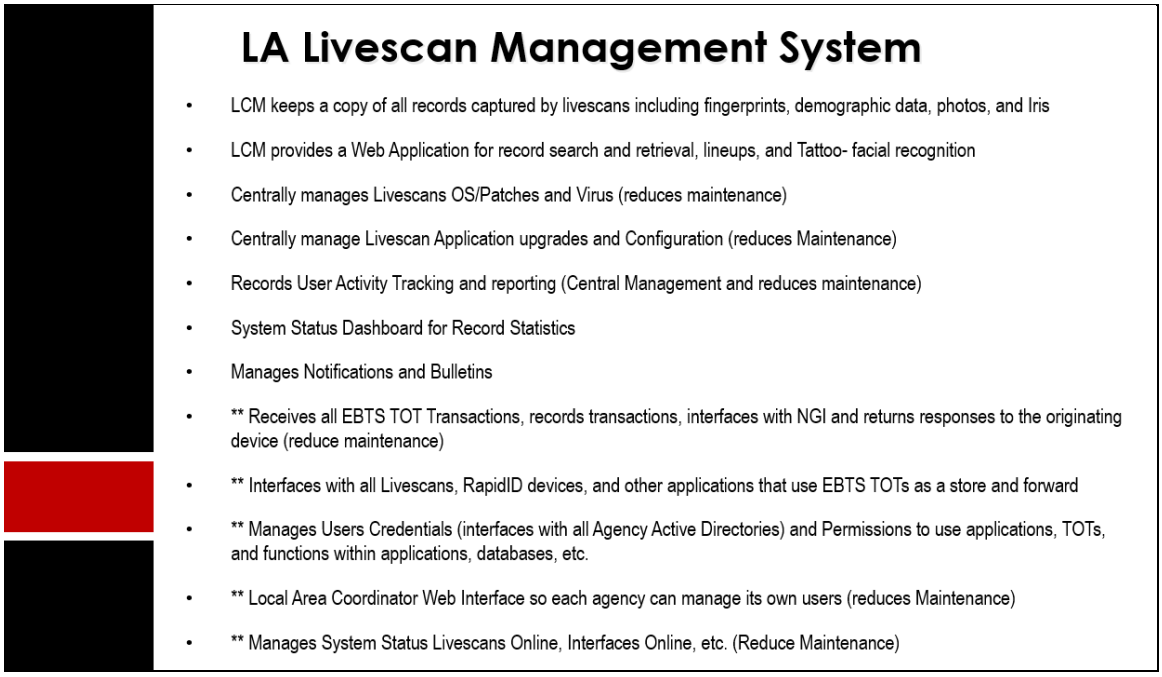
2.2.1 Los Angeles Sheriff's Department (LASD)

DataWorks Plus has implemented multiple solutions for LASD, including a countywide livescan system, which includes centralized management (LCM), mugshot system, facial recognition, fingerprint archive, mobile transaction controller, and biometric login.



2.2.1.1 LiveScan Plus

After a competitive bidding process, DataWorks Plus was awarded a $17.5 million project to deliver over 160 of our LiveScan Plus booking workstations to several agency sites throughout the county. Our existing Digital PhotoManager mugshot application has been in use by the LASD for over 10 years with ongoing support and functionality updates, including our latest addition of the "Prebook" ABS (which won a technology award). Our Prebook ABS is uniquely designed to allow demographic data to be entered for arrestees upon a mobile device while officers are still in the field. This data is then auto-populated into booking records within the LiveScan Plus application once the individual has been taken on-site for fingerprint booking and processing. DataWorks Plus thoroughly configured all livescan data fields and ToTs in accordance with local and state specifications.



2.2.1.2 RAPID-ID Mobile Fingerprint Identification with Mobile Facial Recognition

After a competitive bidding process, DataWorks Plus was awarded the Mobile ID / Mobile Gateway Solution for Los Angeles County Regional Identification System (LACRIS) Unit, which resides in the Los Angeles County Sheriff's Department. This project included delivery and setup of a central server and a minimum of 2,100 mobile ID devices. Previously (since 2014), DataWorks Plus had provided the Los Angeles County Sheriff's Department with a mobile fingerprint system utilizing over 700 third-party devices and had taken over the management of an existing fleet of 4,000 mobile devices. LA County Sheriff's Department was transitioning to a new AFIS system and wanted to preserve their investment in their existing mobile technology. DataWorks Plus provided a mobile gateway consisting of a Mobile ID reporting module, Transaction Controller, FBI/RISC portal, and local and state AFIS submissions. The reporting module features a live transaction monitor whereby administrative users can see in real time the searches being submitted and their results. It also includes monthly administrative reporting that provides information about how many searches are being conducted, what percentage of them are hits, and what is the final disposition of the match. This provides the agency with critical information on their booking statistics. A component of this also includes an iOS, Android, and Window 8 mobile facial recognition client to tie into the county's existing facial recognition engines.

2.2.1.3 Tattoo Recognition

DataWorks Plus has designed, developed and implemented tattoo recognition software, in which biometric searches can be performed against Scars, Marks, and Tattoo (SMT) images. Results from tattoo matching queries can be sent to any authorized individuals via email

notification. DataWorks Plus has implemented tattoo recognition (along with FACE Plus facial recognition) for Los Angeles County (California). The server includes 2 million templates for the registration of tattoos. Agency staff members are able to use the tattoo matching to locate any matching tattoo images already in the system. This is especially helpful to locate a specific suspect with a unique tattoo or to locate gang members who have the same tattoo.

2.2.1.4 Support and Maintenance

DataWorks Plus provides 24x7 maintenance to LASD for the following products: Digital PhotoManager, NIST Manager, WebWorks, NISTWorks, Facial Recognition, and interfaces. We also have a local technician available for onsite support.

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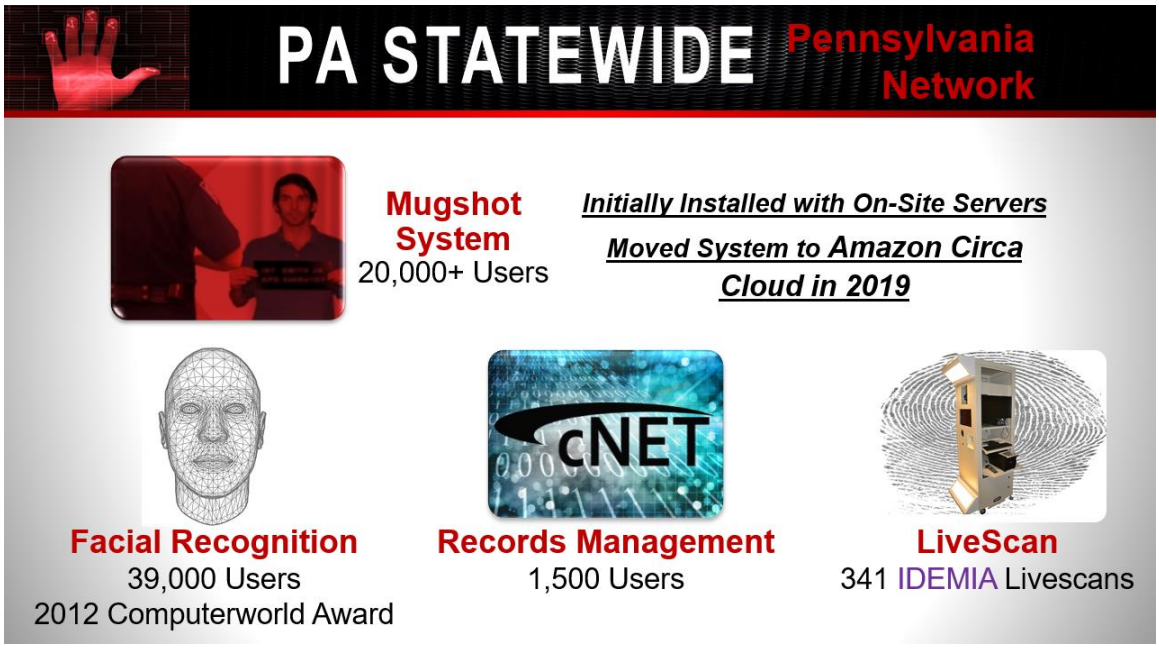
2.2.2 Pennsylvania Chiefs of Police

DataWorks Plus has provided multiple products to the PA Chiefs of Police on a statewide level, including our LiveScan Plus fingerprint booking system and Mobile ID biometric identification system. To date, DataWorks Plus has installed 341 livescans throughout the state (211 of them for PA Chiefs of Police), with agencies consisting of both local and county Police Departments. All data fields, charge code tables, and validation protocols are kept up-to-date with the specifications set forth by the State of Pennsylvania DataWorks Plus created software interfaces to integrate our provided livescans with several Pennsylvania data systems, including integration with the cNET web-based booking RMS, electronic submission to the PA State Police AFIS, submission to the CPIN digital photo database, PA SORT (Sex Offender Registration) and the exporting of images to various 3rd party RMS systems.

In addition to livescans, DataWorks Plus has implemented numerous biometric identification systems. For mobile biometric identification, we have 167 of our Evolution 3 devices deployed, which are managed through a central MID transaction controller. The Mobile ID system has been active since 2016. Both the biometric identification system and our installed livescan systems are supported annually via DataWorks Plus' maintenance contracts.



2.2.3 Wake County CCBI (NC)

The City-County Bureau of Identification (CCBI) provides all booking, identification and forensic services for every law enforcement agency (approximately 42 agencies) in Wake County (Raleigh). DataWorks Plus successfully installed four criminal livescans, four portable livescans, multiple applicant livescans, the NIST Manager fingerprint archive, eight Digital PhotoManager workstations, as well as the RAPID-ID fingerprint identification and verification software with an interface to their Jail Management System (JMS).

The agency's RAPID-ID system allows not only Wake County users, but users from several agencies in the area to perform mobile identifications of individuals with a mobile fingerprint scanner. As users scan and submit fingerprints for identification, the fingerprint images are searched against a regional AFIS for positive matches, and users will receive any local or regional booking data, criminal history, and outstanding warrants that are found on file for positive matches. The scope of CCBI's RAPID-ID system has steadily grown, and they have obtained additional devices on a regular basis.

DataWorks Plus has configured the system so that all device registration and user management can be easily handled by administrators from a central server. The system is highly customizable and expandable so that devices can be easily added in the future with little or no impact on system performance, regardless of which scanner type is best for the job.

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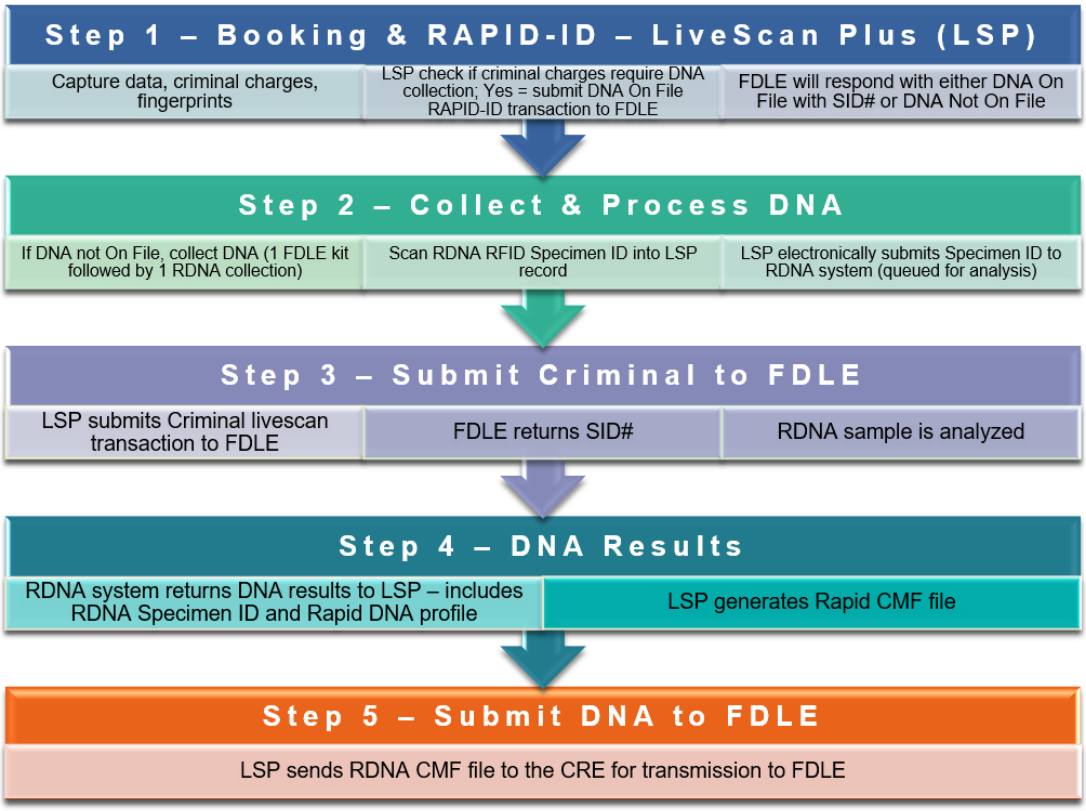
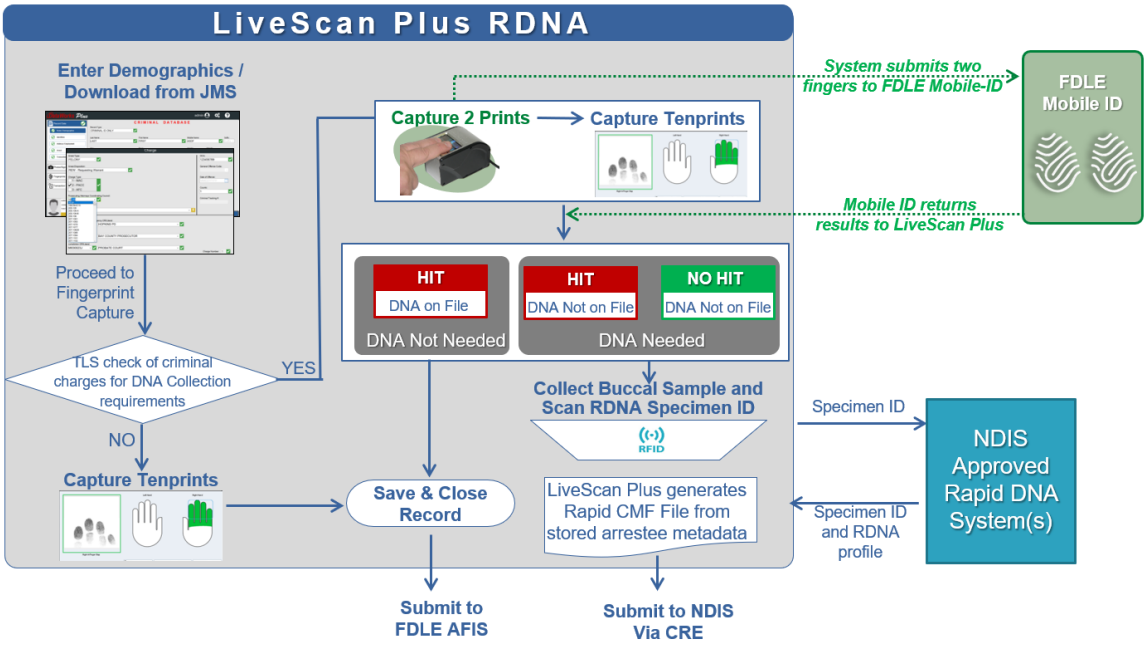
2.2.4 FDLE Livescan/RapidDNA Project

DataWorks Plus worked with FDLE and Leon County to pilot the first livescan with RapidDNA (RDNA) integration/functionality. DataWorks Plus provided livescan hardware that meets all functional, technical and security requirements as noted in this ITN. This process seamlessly integrated our livescan system biometric identification software with certified RDNA devices, such as the ThermoFisher and ANDE DNA processing machines. This collaboration project greatly enhanced the entire FDLE DNA process.

Rather than having to send DNA samples off to the FDLE lab, the officer can use the RDNA processing machine on-site to process the DNA immediately. The final DNA report is then submitted to the FDLE via the livescan system. This system drastically reduces the amount of time it takes for the state to process DNA samples. The workflow consists of Livescan Booking w/ RAPID-ID scan, DNA Collection and Processing, DNA results, and DNA submission to FDLE.



A network diagram detailing our RDNA system architecture has been provided within the following image.



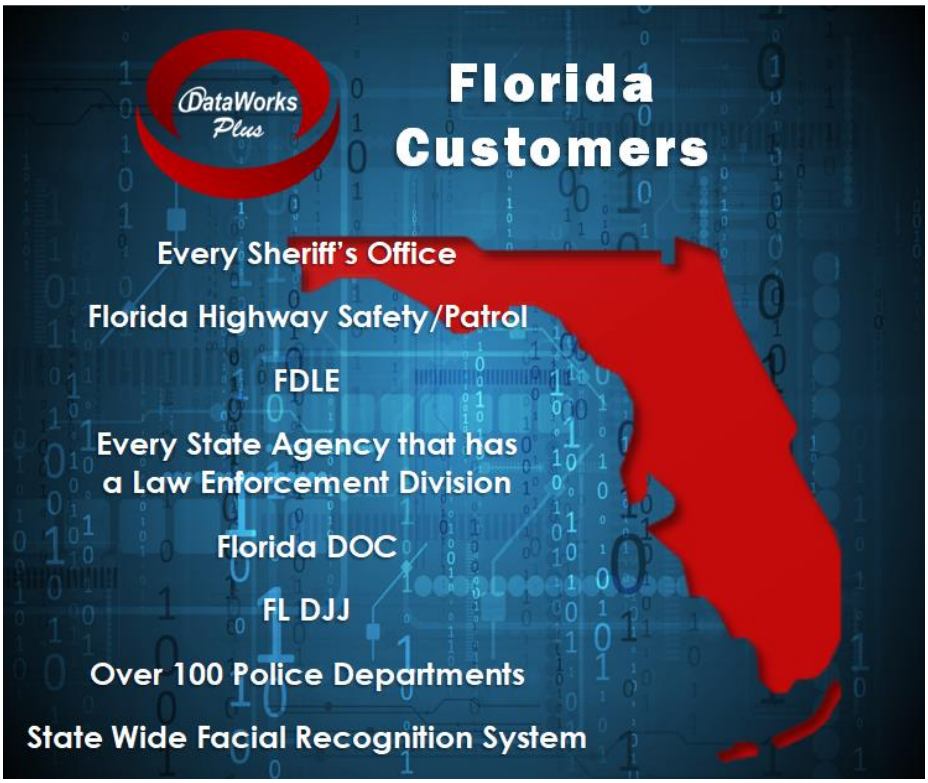
RDNA has been completed in Leon County, Hernando County and Charlotte County and is in progress in Clay County and Martin County. This project demonstrates our understanding and ability to provide the interfaces and workflow functionality to meet agency's needs. DataWorks Plus provided new livescan hardware or used existing Livescan hardware that meets the technical requirements specified in this ITN.

2.2.5 FDLE and Florida Projects (Multiple Products)

DataWorks Plus has over 23 years of industry-leading experience in providing Livescan, Mobile-ID, Mugshot Capture, and Biometric Identification systems. Within the state of Florida alone, we have been installing livescan systems for over 18 years. In addition, DataWorks Plus was selected to be included in the last FDLE state contract for livescan systems. DataWorks Plus successfully implemented hundreds of systems under the last FDLE state contract. Throughout these hundreds of Florida implementations, DataWorks Plus has performed all development, installation, training, and ongoing maintenance with high customer satisfaction. DataWorks Plus was also committed to providing customers with software updates based on changes that were made by FDLE. This strong track record and deep familiarity with Florida ICD specifications, booking templates, and workflows will allow DataWorks Plus to provide a high-quality, low-risk solution to FDLE that cannot be matched by most vendors.

DataWorks Plus has a strong company presence in the state of Florida. Thus, we have invested in in-state customer support engineers who reside in Miami, Tampa, and Tallahassee. These Florida in-state Customer Support Engineers are able to provide rapid assistance for agencies at any state location, even when on-site support is needed.

DataWorks Plus' Florida customers consists of: All Sheriff's Offices statewide, Department of Juvenile Justice, Florida Department of Corrections, Florida Statewide Facial Recognition System, Florida Highway Safety and over 100 Police Departments. The Facial Recognition system is hosted by Pinellas County, and currently has over 5,900 users across more than 280 Florida agencies. DataWorks Plus also worked closely with FDLE and FHP in 2009 to pilot the first mobile RapidID system, using over 2,000 devices. In 2023, we have worked closely with FDLE and Leon County to pilot the first livescan system that is tightly integrated with both vendors that provide RapidDNA devices. This functionality is expected to grow quickly as the Florida Sheriff's Association has obtained grant funding for Livescan and RapidDNA. DataWorks Plus has implemented Livescan/RapidDNA functionality for three counties and is currently implementing three more. Lastly, in 2011 FDLE selected DataWorks Plus to implement the statewide RapidID DNA confirmation project. This system was quickly and successfully delivered to every sheriff's office in the State of Florida.



The versatility and reliability of our LiveScan Plus system stems from the following key benefits:

1. **Open Architecture with Microsoft SQL Databasing:** Our proposed LiveScan Plus system utilizes standard Microsoft SQL databasing technology for the system's database, in which none of the data fields or data tables are hardcoded. This allows DataWorks Plus to extensively configure all data fields, screen layouts, charge codes, forms, and validation protocols at any time, without the need for additional development or coding. Not only does this grant increased abilities for interfacing with agency JMS / RMS with data uniformity, but it ensures ongoing compliance with future Template / ICD updates released by the State of Florida.
2. **Hardware-Agnostic Scanner Compatibility:** Rather than locking agencies into a scanner device from a single manufacturer, DataWorks Plus has strategically partnered with several industry-leading scanner manufacturers, allowing agencies to pick from a broad array of FBI-certified devices. Every agency is different, and under our previous FDLE State Contract implementations, this hardware-agnostic approach has allowed us to work with agencies individually to find the best possible hardware for the job at the lowest possible cost.
3. **Localized Support w/ Remote & On-Site Assistance:** In addition to our fully-staffed Support Center which is available 24 hours a day, 7 days a week, 365 days a year for remote support assistance, DataWorks Plus has employed and strategically located 3 Customer Support Engineers within the state of Florida which can provide rapid on-site support for any issues which cannot be solved remotely.

4. **Secure FBI CJIS-Compliant Data Management:** To ensure ongoing FBI CJIS Security Policy compliance with our LiveScan Plus system, DataWorks Plus utilizes several methodologies for both data and image protection. These include role-based multi-factor authentication, data / image encryption both at-rest and in-transit, and in-depth training and CJIS certification for all personnel working on the LiveScan Plus system. All assigned personnel are required to be CJIS certified and to undergo FBI background checks in accordance with local agency policies. Additionally, DataWorks Plus has undergone a full company SOC2 audit, granting our company SOC2 compliance certification for all internal and external security controls.

5. **Expandable / Modular Products:** With DataWorks Plus, all products are designed so that they can be seamlessly integrated or expanded in modular fashion to give agencies the strongest booking and investigative toolsets possible. For example, the booking photos captured by our LiveScan Plus system can be used to build a full image enrollment repository for Facial Recognition. Iris Capture and matching can also be integrated within the photo capture process. Our NIST Manager plus system can convert all fingerprint records into a fully-digitized, FBI-approved fingerprint archive, effectively eliminating the need for hard-copy printing costs. We also offer multiple FDLE-certified Mobile-ID devices, some of which can integrate full livescan tenprint capture and Mobile-ID biometric identification into a single tablet-based device. By using these optional products in tandem with our proposed LiveScan Plus system, agencies can obtain some of the most powerful and versatile combinations of investigative and booking toolsets on the market.

2.3 Qualifications of Key Personnel

The Respondent should provide the names of key personnel on the Proposer's team, as well as a resume for each individual and description of the functions and responsibilities of each key person relative to the task to be performed, and the approximate percent of time to be devoted exclusively for this project prior to and at the completion of implementation.

2.3.1 Rick Johnson (Account / Contract Manager: Percent of Work Time - 20%)

RICK JOHNSON
VICE PRESIDENT

DATAWORKS PLUS EXPERIENCE

Vice President, 2005 - Present
Various management and sales responsibilities to provide system solutions to criminal justice, public safety and biometric markets

OTHER BUSINESS EXPERIENCE

Motorola, Integrated Solutions Division, 2002 - 2005
Senior Account Manager, Southeast

- Responsible for selling Motorola biometric solutions for criminal, civil and homeland security applications. Products include Automated Fingerprint Identification Systems (AFIS), livescan booking fingerprints systems, applicant fingerprint systems and digital photo imaging systems.
- Responsible for determining biometric solution sales and marketing strategy for ISD.

Printrak International, 1998 - 2002
Senior Account Manager, Southeast

- Responsible for selling Printrak suite of products, including AFIS, Computer Aided Dispatch (CAD), Law Enforcement and Fire Records Management Systems, Fingerprint Livescan System, Document Imaging System, Jail Management, Photo Imaging and Professional Services.

Printrak International, 1997 - 1998
Regional Sales Director, Southeast

- Responsible for worldwide sales support for TFP product line, including Jail Management and Photo Imaging systems for law enforcement, jail and correctional agencies.
- Director of Southeast sales force for selling Printrak suite of products, including AFIS, CAD, Law Enforcement and Fire Records Management systems, Fingerprint Livescan System, Document Imaging System, JMS, Photo Imaging and Professional Services.

- Responsible for management of TFP proposal department and in-house sales department for JMS and Photo Imaging System.

TFP Inc., 1990 - 1997
Board of Directors, 1995–1997
Vice President, Sales

- Directly responsible for taking a start-up company from one installation to international leader of law enforcement and jail photo imaging system.
- Managed sales force to reach more than 300 customers in less than seven years.
- Managed rapid growth of TFP to earn Dunn and Bradstreet's No. 1 ranking for the Fastest Growing Private Company in upstate of SC.
- Helped program initial photo imaging system using C language.

EDUCATION:

Clemson University, 1985
Bachelor of Science Degree in Computer Science with business emphasis

2.3.2 Andrew Weiner (Administration/Developer: Percent of Work Time - 15%)

Andrew has worked for DataWorks Plus since August 2000. Before coming to DataWorks Plus, he worked as a Lead Development Engineer for Pinnacle Technologies and helped develop and manage engineering teams for a variety of criminal justice applications. He is very familiar with TFP conversions and serves as Director of Development for Digital PhotoManager™, Digital CrimeScene™, and NIST Manager Plus™.

ANDREW WEINER
DIRECTOR OF DEVELOPMENT

DATAWORKS PLUS EXPERIENCE

Director of Development, 2000 - Present

- Digital CrimeScene - Software for managing crime scene images
- Digital PhotoManager - Software for managing mug shots
- NIST Manager Plus - Software for managing fingerprint images

OTHER BUSINESS EXPERIENCE

Pinnacle Technologies Inc.
Lead Development Engineer

- Digital CrimeScene - Software for managing crime scene images
- Digital PhotoManager - Software for managing mugshots

Printrak International Inc./Technology for Productivity, Inc (TFP)
Senior Software Engineer

- Jail Manager™- Jail management software. Developed some of the software and managed a team of 5 developers. Utilized Visual Basic 5.0 and SQL Server.
- Instant Object™ - Image storage for quick retrieval. Developed first with Microsoft C under DOS and later ported to Windows NT with Microsoft Visual C++.
- Instant Retrieve™ - Fast data retrieval software. Wrote the software for the first TFP search engine for Windows NT, using named pipes, bit mapped indexes, Faircom's ctree database and Microsoft Visual C++.
- Instant Link™ - Data interfaces between TFP image capture software and customer record systems. Interfaces involved IBM mainframes and utilized HLLAPI, RS-232, sockets, shared file systems, and ODBC.

EDUCATION

Clemson University, 1997–2004
Master's Degree in Computer Science

Georgia State University, 1998
Teaching Certification

Washington University, St. Louis, 1985–1986
Medical School

Brown University, 1981-1985
Major in Biology
Magna Cum Laude Honors

TECHNICAL SKILLS

Programming experience since 2000
SQL server experience since 1996
Web service and development experience since 2005
Developer of Blackberry-certified applications in use by states of Florida and Georgia

Languages:

- Best Known - Microsoft Visual C++ 6.0, Microsoft Visual Basic 6.0, .NET
- Others - Pascal, Lisp, C#, Java, xcode with objective-c, Assembly and Intermec IRL

Operating Systems:

- Best Known - Windows 7, Windows, XP, Windows Server including 2008 and 2013, Windows 3.x and DOS
- Others - Linux, Novell and Unix

Databases:

- Best Known - Microsoft SQL Server, Faircom's Ctree and Btrieve
- Others - Microsoft Access, Fox Pro, Sybase and Oracle
- APIs - Win32, Windows SDK, ODBC, HLLAPI and Sockets

2.3.3 Thomas Rawl (Project Manager: Percent of Work Time – 30%)

Thomas has worked with law enforcement solutions since 1999. He has installed and supported the TFP mug shot systems as well as the company's current Digital PhotoManager, Digital CrimeScene, TAG-NABIT, SAF-ID/RAPID-ID and LiveScan Plus systems. Thomas also works with our in-house servers and is part of the DataWorks Plus Network Security Team.

Thomas Rawl will oversee project management throughout the life of the project. He will serve as the primary point-of-contact for the agency and will coordinate all contractual work for the agency within a mutually-agreeable schedule. He will provide routine progress reports on a regular basis to agency personnel.

THOMAS RAWL
DIRECTOR OF PROJECT MANAGEMENT

DATAWORKS PLUS EXPERIENCE

Director of Project Management/Engineering, 2013 – Present

- Managing, integrating and installing biometric systems running various versions of Windows Operating System and SQL Server.
- Supervising project managers and project engineers
- Design, engineering and production of livescan cabinets and associated hardware

Sr. Project Manager, 2007 – 2013

- Managing, integrating and installing biometric systems running various versions of Windows Operating System and SQL Server.
- Supervising project engineers

Project Manager, 2001 – 2007

- Coordinating, integrating, installing, and supporting Mugshot Digital imaging system running on Windows, CTREE, and SQL Server for law enforcement agencies throughout the U.S.
- Daily tasks involve network computing in a heterogeneous environments; operating system, hardware, and LAN/WAN troubleshooting; and customer support.

OTHER BUSINESS EXPERIENCE

Pinnacle Technologies, 1999-2001
Project Engineer

Cryovac Division of Sealed Air Corp., 1996-1998
Co-op

- 1 semester of Mechanical Design and Drafting
- 3 semesters of Network Administration, Development and Troubleshooting

EDUCATION

Clemson University, 1999
Bachelor of Science Degree in Electrical Engineering

- Passed Engineer In Training (EIT) Exam while attending Clemson University

TECHNICAL SKILLS

- Microsoft Certified Professional, 1999-2000
- Windows Workstation Operating Systems
- Windows Server Operating Systems
- SQL Server 2000 through current version
- Internet Information Services Installation & Administration
- Cisco, Fortinet, Ubiquiti, pfSense & SmoothWall network appliances
- Microsoft BackOffice Server Products in the Enterprise Environment
- Installed, configured and administered several variants of Linux as file/mail servers
- OS/2 Warp networking and administration

2.3.4 David Bergenthal (Support Manager: Percent of Work Time - 10%)

DAVID BERGENTHAL
DIRECTOR OF SUPPORT

DATAWORKS PLUS EXPERIENCE

Director of Support, 2023 - Present

- Provide tier 2 support for customers when issues require escalation
- Write/maintain department documentation for reference in the company Wikipedia page
- Manage support project workloads / assignments
- Manage external support logistics for On-Site installations

OTHER BUSINESS EXPERIENCE

Cass Information Systems Inc.
Technical Services Manager, 2014 - 2023

- Management of Global team of technical services, wireless provisioning, wireline provisioning, and helpdesk agents.

- Management of employees in the US, Singapore, and United Kingdom.
- Responsible for the planning, design, implementation, communication, and training of customers regarding various aspects of the telecom application.
- Responsible for the planning, design, implementation, communication, and training of customers regarding various aspects of the telecom application.
- Lead provisioning projects providing guidance and assistance as required keeping projects on track and delivering within contractual SLAs 99% of the time.
- Manage and monitor the delivery of provisioning services based on the service contract, service level agreements and various levels of configuration and customization within the provisioning system.
- Oversee configuration activities, maintenance, and support of the telecom provisioning system.

Client Account Manager Telecom Division, 2011 - 2014

- Worked with up to 33 existing clients to ensure satisfaction, increase product usage and up sell when appropriate.
- Directed client teams of customer service, audit, support, and implementation.
- Successfully renegotiated contracts with existing client base for renewal and addition of expanded services increasing revenue.
- Proactively engaged with all levels of an account's organization, developing exceptional relationships, and maximizing system usage.

Trendset Inc., 2008 - 2010
Implementation Manager

- Successfully managed the implementation of new clients and multiple divisions of existing clients through project management.

UMP International Co., Ltd., 2007 - 2008
Director US Operations

- Management of US customer base. Accountable for cultivating relationships with potential customers.
- Responsible for creating and launching new product lines with current and new customers.

CPM Investment Group LLC / Advance Concrete Construction, 2005 - 2007
Director of Operations/ Consultant

- Managed due diligence of target companies needing additional capital to grow or seeking buyout.
- Responsible for establishing and controlling processes to aggressively grow business.

Carolina Manufacturing
Director of Corporate Policy & Marketing, 2004 - 2005

- Senior executive reporting to Corporate President.
- Directed projects that leveraged strengths, drove value, and improved performance, interfacing with all departments and advising senior management on course of action.

Sales and Marketing Director, 1999 - 2004

- Led sales force of 76 independent sales representatives.
- Managed key customer relationships through industry trade shows, customers' vendor meetings, and direct contact with account executives.
- Directed all marketing efforts including product design / development / life cycle analysis, advertising, website design, and marketing collateral.

EDUCATION

Auburn University
Masters of Business Administration

Auburn University
Bachelor of Science Degree in Marketing

2.3.5 Joseph Carter (Regional Support Engineer: Percent of Work Time - 40%)

Joseph Carter has been residing in Florida as our regional support technician. His primary tasks under this project would include on-site installation, training, and support. If an issue cannot be resolved remotely, Joseph Carter would oversee any on-site assistance that is needed for the customer agency.

JOSEPH CARTER
FLORIDA REGIONAL SUPPORT ENGINEER (FL)

DATAWORKS PLUS EXPERIENCE

Florida Regional Support Engineer, 2006 - Present

- Digital CrimeScene – Software support for managing crime scene images
- Digital PhotoManager – Software support for managing mug shots
- LiveScan Plus – Software support for Florida state livescan NIST files submissions
- Onsite equipment installations - install/configure software
- Perform software training to individuals and groups in classroom environments
- Current FDLE Criminal Justice Information Services (CJIS) – Security and Privacy Privileged Role training

OTHER BUSINESS EXPERIENCE

UPS – United Parcel Service
Software Support Technician

- Install/configure shipping software at customers' sites

- Troubleshoot software and hardware problems

Unisys
Contracted Dell Field Repair Technician

- Dispatched to customers' sites to perform various tasks:
- Troubleshoot problems with equipment
- Repair/replace failed computer/server components
- Install/configure Dell server equipment
- Perform individual training and customer support

EDUCATION

Douglas Byrd School
Diploma obtained - 1987

TECHNICAL SKILLS

Computer support experience since 1999
SQL support experience since 2006

Computer Related Certifications:

- *CompTIA – A+, Network+, Security+ - 1999*
- *Microsoft Certified Professional - 1999*
- *Microsoft Certified Systems Engineer (MCSE NT4.0) -2000*
- *Cisco CCNA Certification - 2000*

2.4 References

Respondent must provide three (3) references for the projects identified in response to Relevant Experience (above). References must be listed on Attachment G: Respondent Reference Form and included in this section.

Attachment G has been included on page 37.

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ATTACHMENT G
RESPONDENT REFERENCE FORM

Respondent Company Name: DataWorks Plus, LLC

Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

1. Name of Customer/Agency: Los Angeles County Sheriff's Office
   Contract Person: Lt. Derek Sabatini
   Phone Number: 562-345-4319
   Address: 12440 East Imperial Hiway, Suite 400-West, Norwalk, CA 90650
   Email Address: dssabati@lasd.org
2. Name of Customer/Agency: PA Chiefs of Police
   Contract Person: Offender ID Technology Coordinator Jerry Miller
   Phone Number: 717-236-1059 x104
   Address: 3905 North Front St., Harrisburg, PA 17110-1536
   Email Address: jmiller@pachiefs.org
3. Name of Customer/Agency: Wake City-County Bureau of Identification (CCBI)
   Contract Person: Director Sam Pennica
   Phone Number: 919-255-7370
   Address: 3301 Hammond Rd., Raleigh, NC 27603
   Email Address: Sam.Pennica@co.wake.nc.us

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3. Proposed Solution – Functional Requirements

DataWorks Plus has carefully reviewed the ITN and we can provide a solution that utilizes industry-leading technology to meet and exceed your agency's requirements. We have proven success as a solution provider under the previous FDLE Livescan state contract. As a previous provider, DataWorks Plus can provide unmatched functionality, flexibility and integration with our LiveScan solutions.

3.1 Tenprint Capture Devices (RFP Section 2.1)

The Equipment / Software offered by the Contractor must meet all the requirements listed below.

3.1.1 Compliance (RFP Section 2.1.1)

a. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010) for 500ppi images.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is proposing both hardware and software that are fully compliant with WSQ specifications, as defined by IAFIS-IC-0110. This compliance applies to all of our proposed ten-print scanner hardware options.

b. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology (NIST) Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system utilizes industry-standard JPEG image formats that fully comply with these specified NISTIR 7780 requirements and standards. Our LiveScan Plus application is capable of taking the images captured by the scanner and storing them within the system's database in the required JPEG format specified.

c. Equipment / Software Equipment must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report "Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi" (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi. *Note: 1000ppi fingerprint imagery must be converted to 500ppi before transmission to FDLE.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system is capable of downsampling images from 1000ppi to 500ppi in full compliance with these specified NISTIR 7839 specifications. As 1000ppi images are captured by scanners, the system will be configured to automatically perform the downsampling to 500ppi in accordance with FDLE requirements.

d. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial Other Biometric Information (ANSI/NIST-ITL 1-2011 Update: 2015). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system and software is fully compliant with ANSI/NIST-ITL 1-2011 requirements and specifications. This compliance will be applied to both ten-print images and bandaged / amputated / deformed digits. Users will have the ability to annotate bandaged / amputated / deformed digits within the application during the capture process. Because DataWorks Plus' software is completely customizable, our solution is flexible enough to comply with any future standards that may be necessary.

e. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 (NISTIR 8382) standard.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system fully complies with these specified NFIQ 2.0 fingerprint image quality standards. This compliance applies to all proposed scanner hardware models.

f. Equipment / Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) Version 11.2 (September 20, 2023). This includes adhering to all image quality specifications outlined in Appendix F of the EBTS document.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is proposing FBI Appendix-F certified hardware that fully complies with FBI's EBTS Version 11.2 requirements. This compliance applies to all proposed scanner hardware models.

g. Equipment / Software must meet the FBI CJIS Security Policy (CJISD-ITS-DOC-08140-5.9 June 1, 2020)

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has carefully developed the proposed LiveScan Plus solution to adhere to all relevant FBI CJIS Security Policies. The system uses multiple methodologies for both data and image protection, such as role-based multi-factor authentication and data / image encryption both at-rest and in-transit. Our system is highly-customizable, which has allowed

us to maintain this security compliance under the previous FDLE livescan State Contract, and we will continue to maintain this compliance under future CJIS updates.

h. Equipment / Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' LiveScan Plus solution is flexible to utilize this specified network communication method. DataWorks Plus will configure the system's port settings in accordance with both FDLE and local agency requirements, as defined by the agency's network environment. All data transmissions will be fully compliant with ANSI/NIST specifications.

i. For criminal transactions, equipment / software must be compliant with the FDLE MBIS Criminal LiveScan Interface Control Document.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

As a vendor who has operated under FDLE State Contract, DataWorks Plus is thoroughly familiar and compliant with FDLE MBIS Criminal LiveScan ICD specifications. This compliance will remain in effect for all newly-proposed LiveScan Plus configurations under this solicitation. Our system's highly-customizable flexibility will ensure that our system adheres to both current and future Interface Control Document requirements.

j. For civil applicant transactions, equipment / software must be compliant with the FALCON / AFIS Interface Control Document and Civil Workflow Control System (CWCS) Interface Control Document.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

As a vendor who has operated under FDLE State Contract, DataWorks Plus will ensure ongoing compliance for applicant systems and transactions with the state's FALCON / AFIS ICD and CWCS ICD. Our system's highly-customizable flexibility will ensure that our system adheres to both current and future Interface Control Document requirements.

3.1.2 Standards (RFP Section 2.1.2)

System equipment, software, services and warranties must be integrated into a single unit and include the following:

a. Must have a 22" or larger flat panel LCD for PC based implementations; laptop and mobile implementations can have smaller displays

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

EXHIBIT "A"

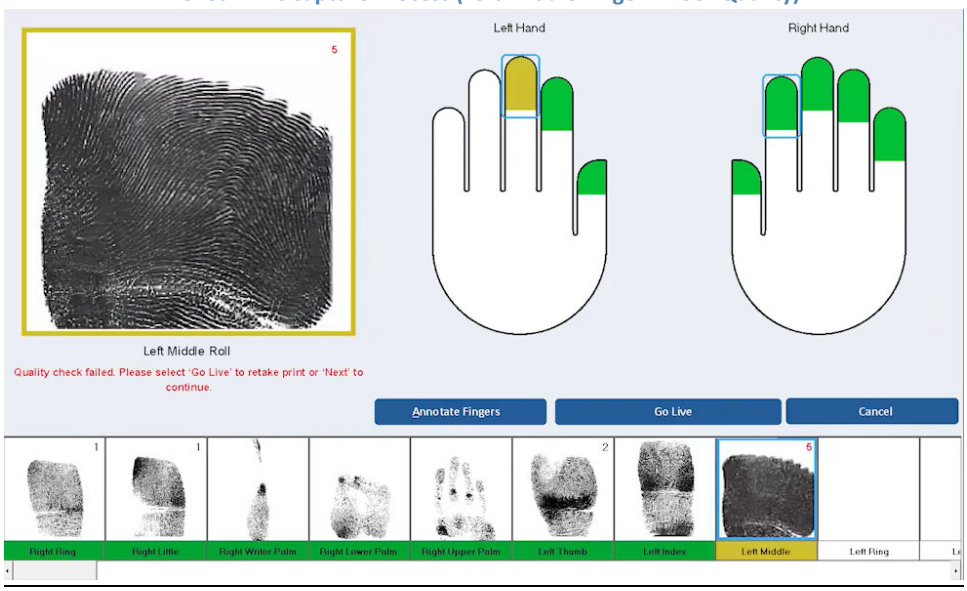
DataWorks Plus is proposing workstation hardware that meets these display dimension requirements.

b. Must provide on-screen prompts that indicate direction of finger roll and correct finger selection.

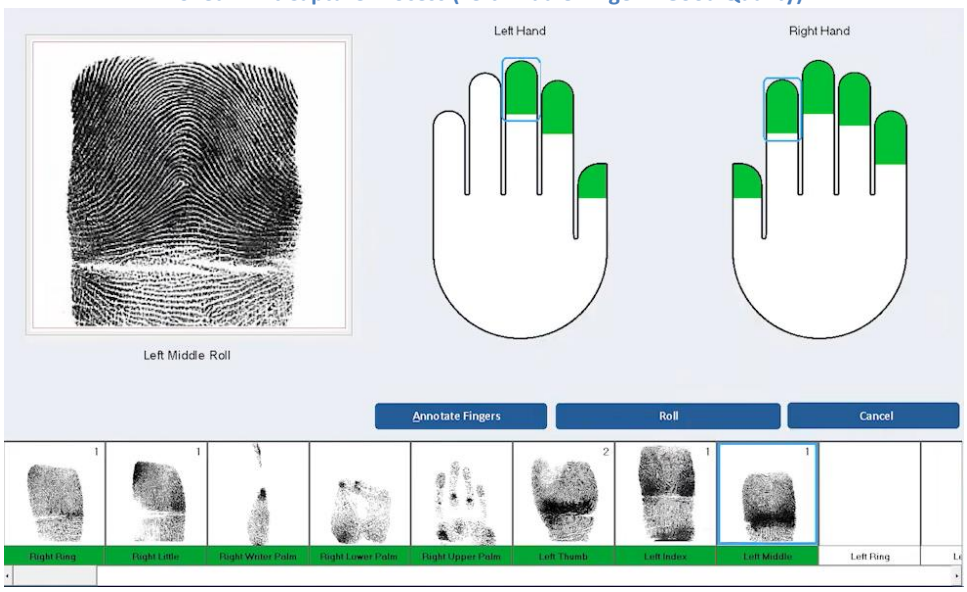
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed LiveScan Plus application includes user-friendly on-screen prompts that will walk the user through the capture process step-by-step. These prompts include a "Workflow Status" menu denoting the correct finger selection, and a live image preview which denotes the direction of each finger roll, as specified. The software allows users to roll fingerprints in either direction. The system will automatically check the quality of the fingerprint as well as instruct the user if the fingerprint needs to be retaken. In the following example, the user is instructed to re-capture a poor quality Left Middle Finger Roll.

Rolled Print Capture Process (Left Middle Finger – Poor Quality)



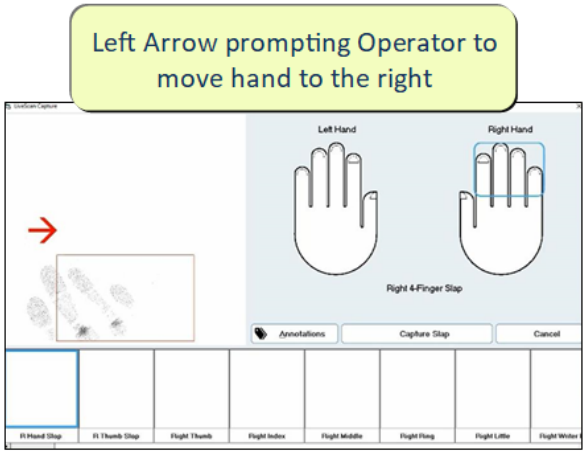
Rolled Print Capture Process (Left Middle Finger – Good Quality)

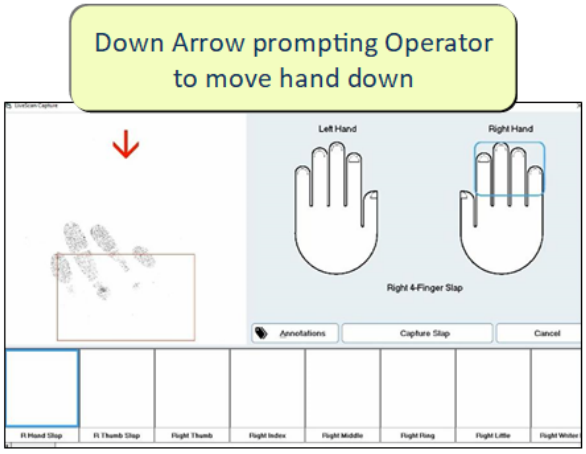


Guide Boxes

LiveScan Plus provides orientation markers to assist the operator in properly orienting each finger(s) or palm. When capturing either a slap or rolled fingerprint, the Live Image Preview Panel will display a live image of whatever is touching the scanner platen. A guide box will show the operator the ideal position to place the fingers, thumbs, or palms. Only the part of the image within the guide box will be captured. These visual indicators may vary depending upon the model of fingerprint scanner used.

In addition to an outlined box, if LiveScan Plus is using a compatible scanner model, the scanner provides guiding arrows to show ideal placement and direction of fingers. In the following examples, the finger slaps are too far to the left or too high, and an arrow is displayed prompting the operator to move the fingers in the appropriate direction into the guide box.





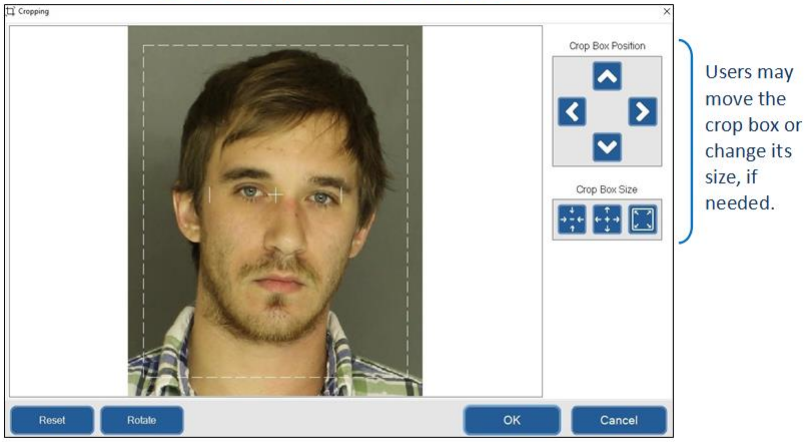
c. Must have integrated photograph capture capabilities (for criminal and applicant workflows).

DataWorks Plus Response: DataWorks Plus has read, understands, and exceeds.

The proposed system includes integrated photo capture capability in which users can navigate to a Photos tab within the application and capture any required criminal or applicant photos, as required by the FDLE specifications. The application can utilize an attached camera, and a live image preview of the photographed individual will be displayed on-screen for easy capture.

Users will be able to capture mugshots within the LiveScan Plus interface without having to open another software program or switch to a different window. A digital camera can be used to capture high resolution mugshot images to be added to the record or images can be imported from a memory card or from a file. Multiple images can be captured and viewed within the record. For facial images, DataWorks Plus' Face Find feature will automatically detect the face within an image and set the crop box in accordance with NIST Best Practices.

Face Find automatically detects face and sets crop box according to NIST Best Practices.

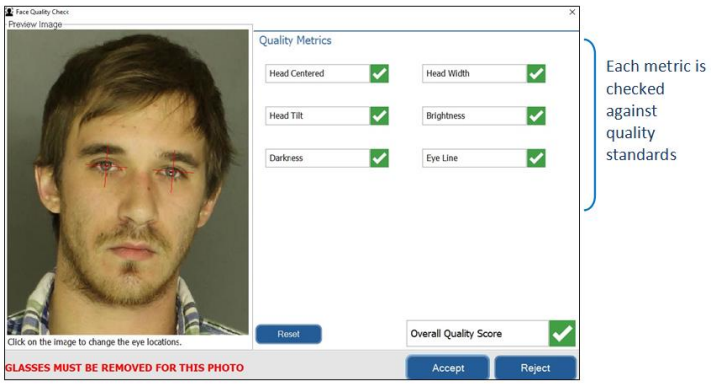


Anything outside of the white dotted line will be removed from the image.

Quality Assurance Metrics

The system's Quality Assurance metrics checks the quality of each photograph taken. This module will check if the head is centered, cropped, and tilted correctly and if the image's brightness, darkness, and width meet the customized quality metrics. The Quality Metrics will be displayed next to the photo after it has been captured. If an image fails to meet quality standards, the image can be retaken by the user.

Quality Metrics Checks Quality of Each Photo

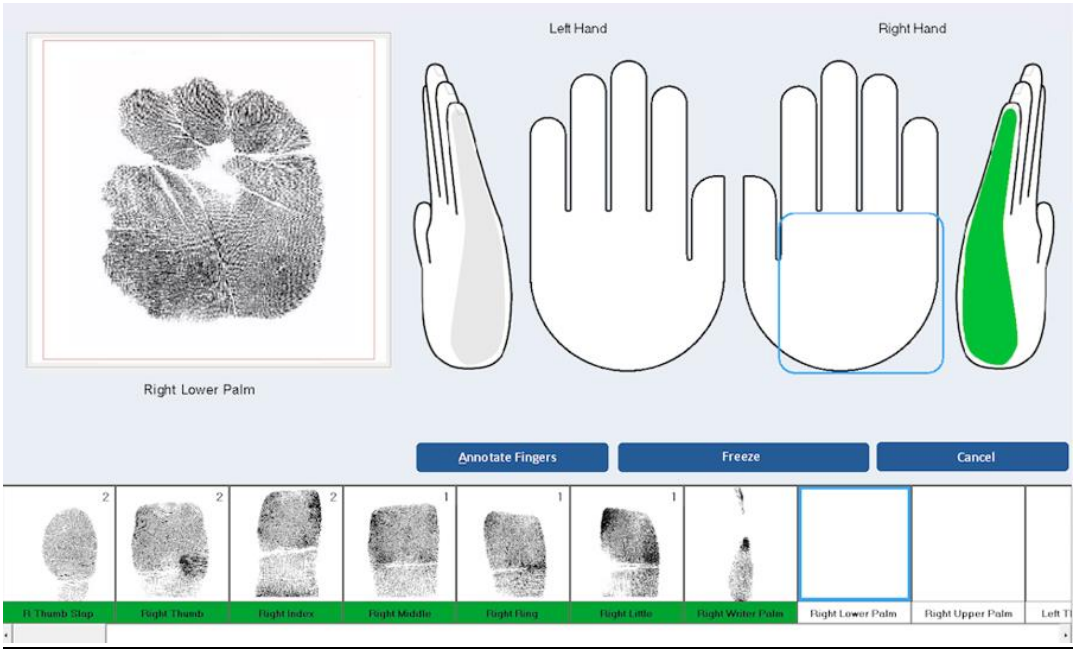


d. Must have integrated palm print capture capabilities (for criminal workflows only).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system fully supports all palm print captures required for criminal workflows. Under the previous FDLE State Contract, DataWorks Plus has successfully implemented palm capture systems capable of capturing the upper, lower, and writer's palm for booked individuals. This capability will remain in effect with our newly-proposed system options. An example of palm capture has been provided within the following image.

Palm Print Capture Process



e. Software functionality must be driven by the type of transaction and reason for submission as described in Section 2.2 - Template Configurations.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is extensively customizable to meet both current and future Type of Transaction (ToT) specifications defined by the state of Florida. The LiveScan Plus system utilizes standard Microsoft SQL databasing architecture with non-hardcoded data fields. This allows DataWorks Plus to configure or modify any data fields, screen layouts, forms, and validation protocols at any time, without the need for additional development or coding. This ensures ongoing compliance with all TOT specifications that FDLE releases in the years to come.

f. The system will have the ability to determine the NFIQ score for each fingerprint collected.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

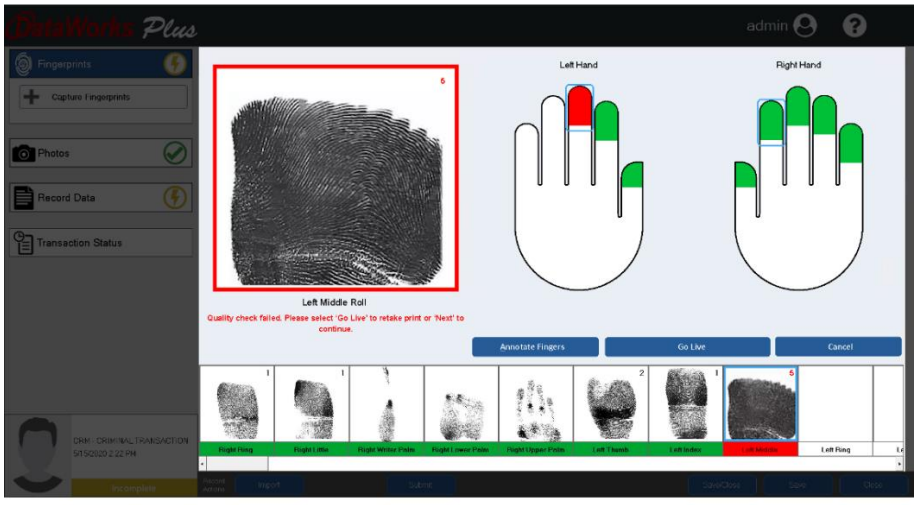
The proposed system can be configured to utilize the specified NFIQ quality scoring system for each fingerprint captured. The system will notify users if a fingerprint captured does not pass quality checks, so low-quality images can be retaken.

g. The minimum NFIQ score for an acceptable transmission will be user configurable.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The NFIQ scoring level required to denote whether fingerprints must be retaken will be configurable by authorized users. An example of a fingerprint scan which has failed the NFIQ quality check has been provided within the following image. A red box will be displayed around the live image preview pane, and both the finger image and workflow status pane will denote which finger has been captured in error.

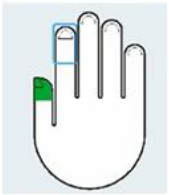
Fingerprint Quality Error – Insufficient NFIQ Score



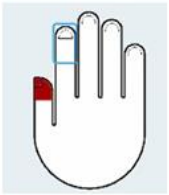
h. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger. If the image is unacceptable, the operator must recapture the image.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

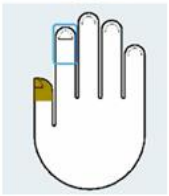
The proposed LiveScan Plus application uses color-coded visual indicators for both capture errors and annotated fingers. LiveScan Plus checks for such problems as “over” or “under” inking, and flags whether a print is of good, fair, or poor quality. The on-screen hand images are displayed in blue for annotated fingers, and red or yellow for fingers that fail quality or sequence checks. This allows users to easily differentiate the types of problems with fingerprints. The Workflow Status section at the bottom of the screen and the Fingerprint Review are color-coded as well, allowing the user to see the status of the prints at a glance.



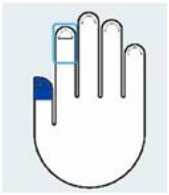
Green: The print meets quality metrics and does not need to be retaken.



Red: Print does not meet quality metrics. The print should be retaken. Some system configurations may keep you from continuing until the print has been retaken satisfactorily.



Yellow: Print is close to not meeting quality metrics. We suggest you retake the print. Some system configurations may keep you from continuing until the print has been retaken satisfactorily.



Blue: Print is not able to be taken and can be skipped during the scanning process. You can use this when a part of the hand has been amputated, bandaged, scarred, deformed or otherwise unavailable for taking a print.

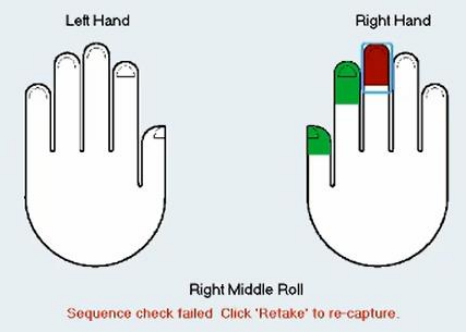
If the operator captures an image that is of insufficient quality, the onscreen indicator will clearly denote the problem on-screen and the fingerprint can be retaken as needed.

i. Must automatically compare each rolled image against the corresponding "plain" impression to ensure proper finger placement and to prevent sequence errors before data is forwarded to the State Identification system or transferred to a printed fingerprint card.

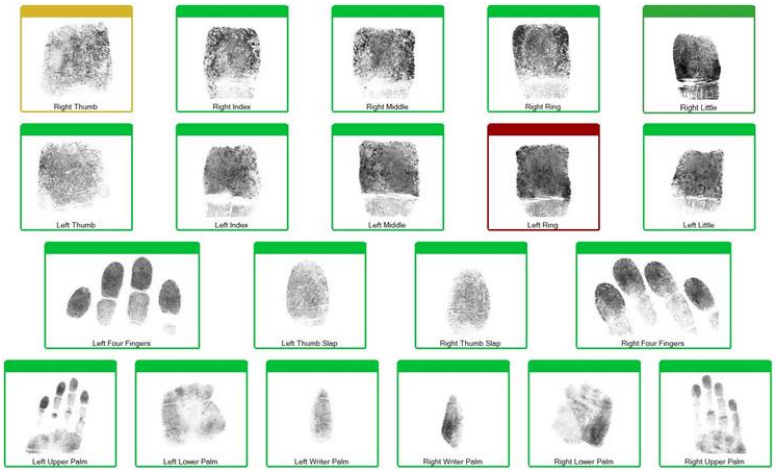
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

With the proposed system, each rolled fingerprint image is processed through the Fingerprint Sequence Check which does a slap-to-roll fingerprint comparison of images. The Sequence Check evaluates and rates the quality of each rolled print based on specific characteristics such as minutia, ridge patterns, etc. This quality rating provides feedback while the booking is still in progress.

Poor quality or substandard images generate an immediate prompt for rescan.



In addition, when the user finishes the booking they are presented with a summary screen, which clearly shows any out of sequence images.



j. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of comparing upper palm images to rolled or plain images to ensure that palm prints are captured from the correct hand into the correct slot.

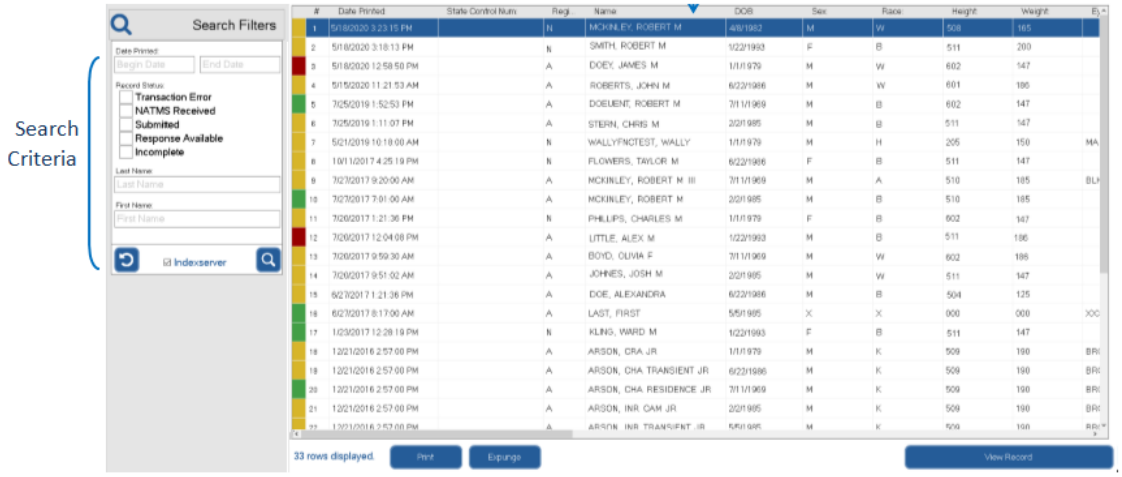
k. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed LiveScan Plus application will display a full list of existing transactions within the application Main Menu / Dashboard. Users can filter through transactions using the Search Criteria fields to the left of the transaction list. Color-coded indicators will denote which transactions have been successfully submitted to the state AFIS. These color-coded indicators include:

- **RED:** The record was submitted to the State, but returned with an error.
- **YELLOW:** The transaction is incomplete or pending and has not been submitted to the state.
- **GREEN:** The transaction was validly completed and submitted to the state with no errors.

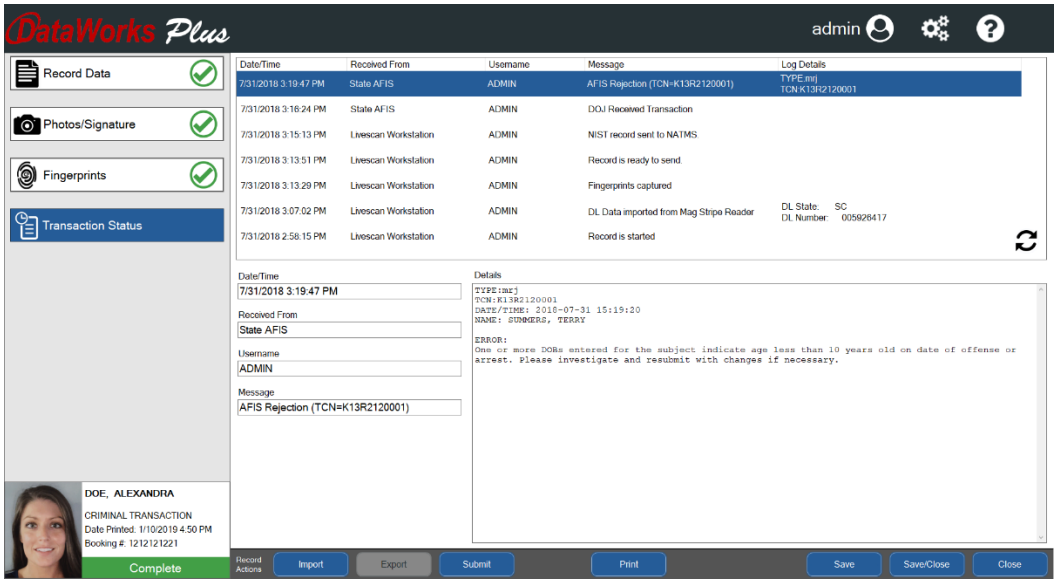
Main Menu Transaction List



Transactions can also be viewed in each record individually to see the status of all transactions for that record. DataWorks Plus has provided these tools to give the local agencies tools to help them manage their information better. They can see, at a glance, any transactions that may need attention. Operators will be able to resolve any issues quickly and most issues will be resolved prior to the record being transferred to the State.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



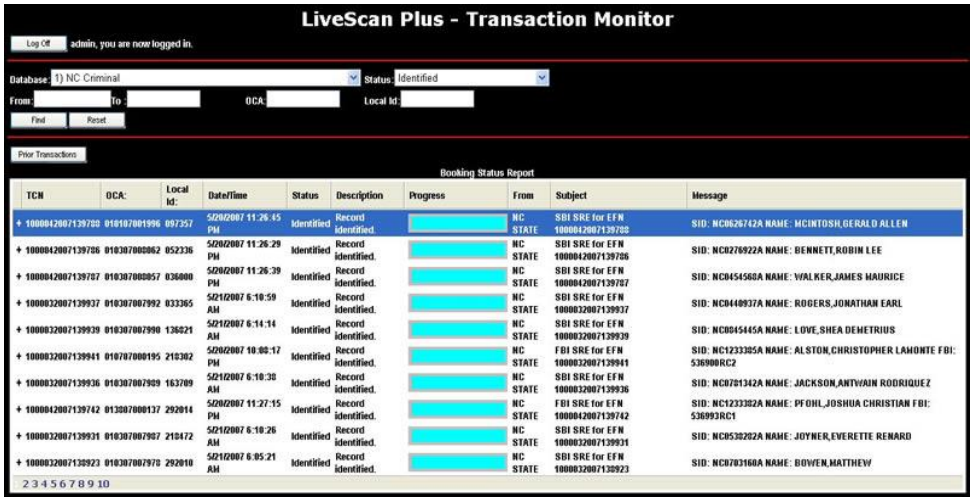
To ensure that records are not partially complete when being submitted, the user can use the Check Required function and the system will automatically check the record to ensure that all required information is included and entered correctly. If everything has been filled in correctly, then a new message, "Ready to Send" will be displayed. If there are any issues with the record, a message will be displayed to the user with the changes necessary.

After the record has been submitted, any information sent back by the state will be displayed. This could include information such as if an error occurred with a reason code or if the person was identified by a match.

Online Transaction Monitor

Transaction history can also be viewed with the Online Transaction Monitor. The Online Transaction Monitor allows authorized users to view and monitor the livescan transactions of each livescan workstation. Since this function can be accessed by any networked PC, multiple departments can use it to obtain information quickly. For example, a person in the IT Department can filter to see if there have been any network errors, while the Records Department can use it to see the hit/no hit status of submitted records. The color-coded status bar provides immediate, easy to read status information for each record.

Online Transaction Monitor



Different users may wish to filter the results to only display records relevant to the situation. At the top of the screen there are several fields that can be used for customized searching.

Several fields are available that can be used for customized searching:

- **TCN:** This is the Transaction Control Number; this is automatically generated when a record is submitted.
- **Key Field (OCA in this example):** The record's unique identifier will be displayed here. This is customizable by your agency.
- **Link Field (Local ID in this example):** The record's linking identifier is displayed here, such as a Local ID, SSN, or SID.
- **Date/Time:** The date and time that the record was submitted is displayed here.
- **Description:** This field will display the last action to occur with the record. Descriptions include Identified, Packet Submitted, Ready to Send, Record Started, etc.
- **Progress:** The Progress Bar makes it easy to quickly identify the status of a record. If the progress bar is full, then the transaction has been completed.
- **From:** This field displays the record's submitting agency.
- **Subject:** This field will display the record's reference information.
- **Message:** This field displays any messages associated with the record.

To view more detailed status about a record, the user can open the transaction history to see a list of the actions that have been made for that record.

l. The system must have the ability to store a minimum of 500 completed tenprint transactions.

DataWorks Plus Response: DataWorks Plus has read, understands, and exceeds.

LiveScan Plus EXCEEDS this requirement as the system comes standard with the ability to store up to 10,000 completed ten-print records. This will allow the agencies to continue capturing ten-print records in a local mode if the system is ever offline due to issues such as network outages. Operators will be able to capture in local mode for extended periods of time without a connection to the state if needed. Any records captured while in local mode will automatically be submitted once the issues, such as a network outage, have been resolved.

m. The system must provide a mechanism that enables an administrator to periodically delete stored records.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The livescan system includes a System Administration software module. The proposed system will allow authorized administrators to delete or purge stored records from the system, if needed. These administrative functions are all accessible within the system's Administration Module. The Administration Module is accessible by authorized users or supervisors, and provides in-depth toolsets for record management, user management, auditing, and security configuration. All record deletion functions are configurable in accordance with an agency's specific retention policies.

n. The system must provide a preview of the fingerprint image and data as it will be printed on a fingerprint card, and allow the operator to view a zoomed image.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed LiveScan Plus system will display a full on-screen review of all fingerprints captured, so that users can clearly see the full set of ten-print images as they would be printed on a physical card. Individual fingerprint images can be zoomed for detailed viewing and retaken, if needed. The summary screen is available at any time during the fingerprint capture process.

o. The system must be capable of producing a tenprint transaction that is compatible with the State Identification Bureau (SIB) ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's ten-print transactions are fully compatible with the SIB ICD, as specified.

p. The system must be able to print fingerprint images, including palm prints on fingerprint cards based on the appropriate template. The fingerprint images and demographic data must be printed in appropriate areas of the currently used fingerprint cards.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of printing fingerprint and palm print images to ten-print cards using an FBI-certified tenprint card printer. Any required demographic data and images will be included on printed fingerprint cards.

q. The system must be capable of producing multiple copies of the tenprint card without operator intervention.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system can be configured to automatically print any specified quantity of tenprint cards from completed records, without the need for user intervention. Tenprint cards can be printed manually as well.

r. The system must meet the FBI CJIS Security Policy and Florida Administrative Code 60GG-2 for regulating Access Control, Identification and Authentication.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will carefully develop the proposed LiveScan Plus solution to adhere to all relevant FBI CJIS and Florida Administrative Code Security Policies. The system uses multiple methodologies for both data and image protection, such as role-based multi-factor authentication and data / image encryption both at-rest and in-transit. Our system is highly-customizable, which has allowed us to maintain this security compliance under the previous FDLE livescan State Contract, and we will continue to maintain this compliance under future CJIS updates.

s. The system must have a security system to prevent unauthorized operator access.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system has username and password security authentication to prevent unauthorized access to system functionality and records. Security within LiveScan Plus is user and group based, which provides the ability to give certain users access to only portions of the application User credentials are managed within the system's Administration Module and can be modified at any time by authorized agency personnel. Additionally, DataWorks Plus can offer (optional item) the ability to integrate biometric log-on with our Live Scan Plus system. The biometric logon with smart features will not only allow operators to log on by scanning their fingerprint but using Facial Recognition as well., it will alert them if they have an incomplete booking. The operator will then have the option to return to where they were at in that booking and complete the process.

t. The system must provide an interface to a directory service for user access. i.e. Microsoft Active Directory or Lightweight Directory Access Protocol (LDAP).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of functioning with Microsoft Active Directory or other agency LDAP, so that user management is integrated with the agency's own authentication measures. This can allow the application to automatically log the user into the application based upon which user is currently logged into the workstation itself.

u. The system must incorporate role-based access with privileges assigned based on a configurable user profile.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system uses group-based security based upon the assigned roles of individuals within the agency. The system's Administration Module allows user groups with unique sets of access rights to be created, and users assigned to the group will inherit all of the security privileges and access rights of the group. There is no limit to how many groups administrators can create, and users can be assigned to multiple groups. This allows administrators to rapidly manage the access rights of several users at once. Any security modifications made will take effect immediately on a system-wide basis.

v. The system must have a timeout feature that will not leave the system in a "logged on" state for more than thirty minutes if the operator leaves the area.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's workstations are capable of automatically locking or logging off from the LiveScan Plus application after a specified period of inactivity to prevent unauthorized access.

w. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

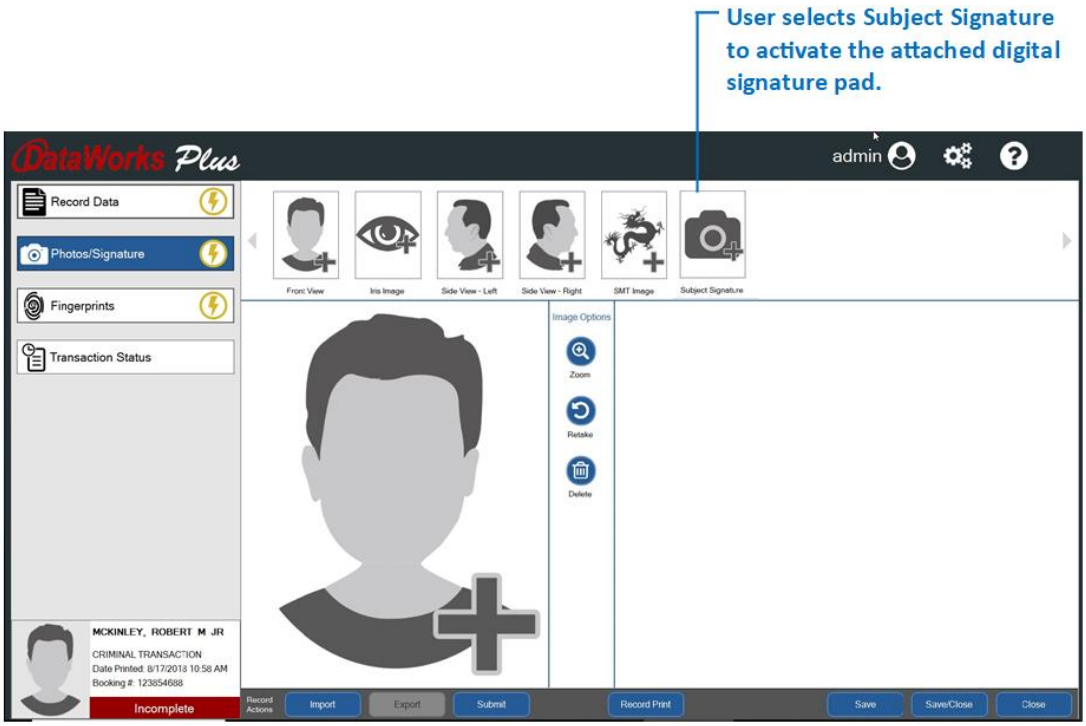
The proposed system is capable of having users lock the workstations so that unauthorized access is prevented in cases of panic or high-tension during the capture process. Once the user unlocks the system, they will be able to continue to process the booking-in-progress.

x. The system must incorporate a signature pad for the capture of the subject's signature as well as the operator's signature.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

LiveScan Plus has the ability to capture the signature of any individual being booked or of the user creating the record through an attached signature capture pad. The signature

capture includes a live image preview that will display the signature as it is being written. If the signature needs to be retaken, the user can select to clear the signature and retake it before adding it to the record. The signature will be saved with the record digitally in NIST Type-8 format. This is also useful as a verification of someone's identity during booking, transport, and release.



y. The system must incorporate at a minimum Florida driver license card swipe (either magstripe or 2Dbarcode) capture capability to prepopulate demographic information. Data entered via card swipe must be editable by operator to correct any discrepancies and must conform to format required for submission.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system supports the use of a 2D barcode scanner which can scan driver licenses and auto-populate data fields within the application for ease-of-use. Auto-populated data is subject to the same validation protocols as manually-entered data, and users will be able to clearly view and correct any discrepancies or validation errors within the record when using these driver license auto-population tools.

z. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system supports several fingerprint scanner types, which allow agencies to freely select their preferred hardware according to their specific needs. All proposed fingerprint scanner hardware options are designed for minimal need of calibration. Depending upon the scanner type chosen, calibration typically occurs automatically upon the booting or rebooting of the scanner itself, the booting or rebooting of the application workstation, or upon the first initialization of the scanner to perform new fingerprint captures. This eliminates the need for programmed intervals of calibration, since the hardware automatically ensures calibration has been performed prior to the performance of standard capture workflow. However, DataWorks Plus can work with your agency to implement logging of calibration times, if desired.

aa. The system must have remote diagnostic capability.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The DataWorks Plus Support Center is capable of providing remote-diagnostic capability for system maintenance and technical support. This is typically accomplished through network connectivity methods such as a secure agency VPN. Under the previous FDLE State Contract, DataWorks Plus has successfully utilized this remote diagnostic and support capability for many agencies throughout the state of Florida.

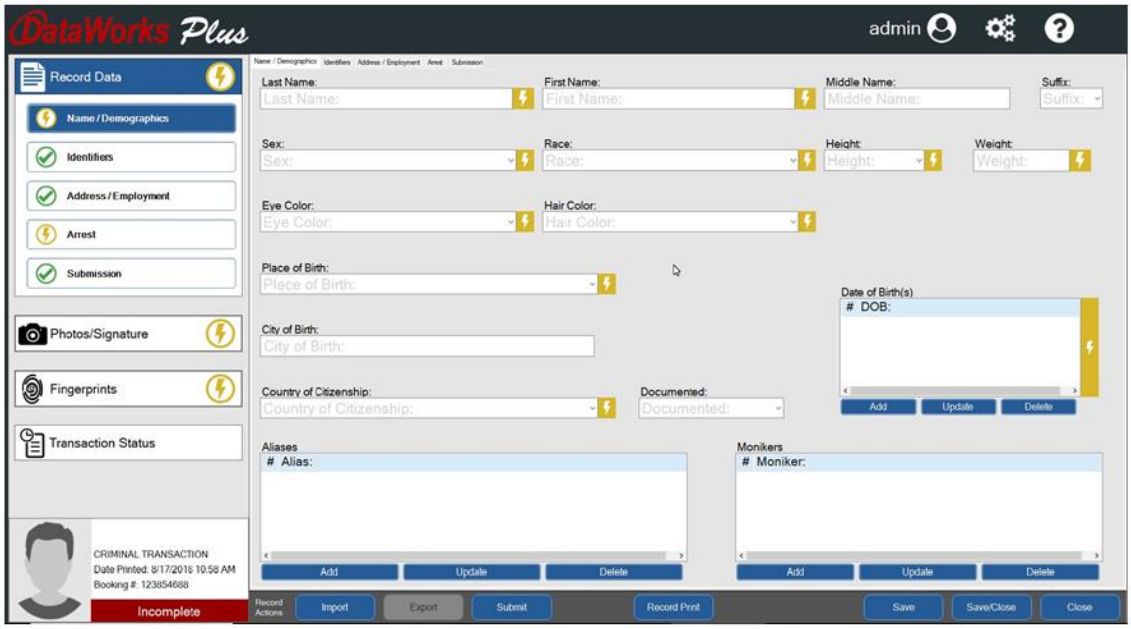
bb. The system must offer drop-down menus to provide help to the operator for data fields where specific entries are required.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's data fields can be configured as drop-down lists containing pre-defined sets of data for easy user selection. Field contents can be updated at any time from within the system's Administration Module without the need for any additional

programming. DataWorks Plus can pre-populate these with data that is relevant to the State of Florida's needs. The following screenshot shows a data screen with multiple "drop-down" fields, such as Sex, Race, and Hair Color.

Data Entry Screen – Drop-Down Fields Enabled



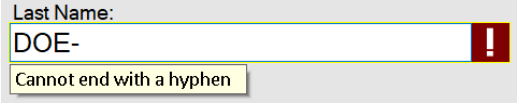
cc. The system must perform pre-validation edit checks on data elements to ensure conformance to the State Identification Bureau Interface Control Document. (e.g., an invalid length for a name field or invalid characters in a name field)

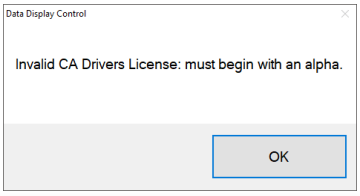
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

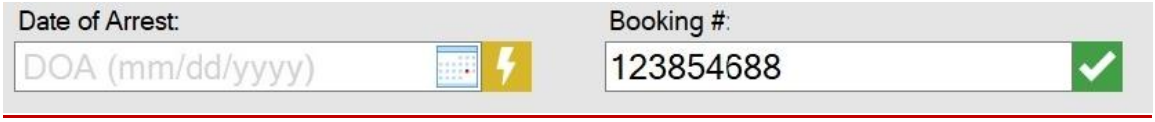
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules.

Required Data Field Indicators



dd. The system must have a table-driven administrative interface that allows users to change field validations, e.g., a table of valid country codes.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's Administration Module allows authorized users to modify field codes, validation protocols, and screen layouts at any time without the need for additional programming, even after system installation is complete. Any changes made will take effect in real time on a system-wide basis.

ee. Contractor must provide documentation on the system's capability to produce data for management reports showing system usage, operators using the system, calibration, and other functionality.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The LiveScan Plus system is capable of creating standard reports and can also use third party report generation tools in order to create any type of report the State of Florida requires.

Additionally, DataWorks Plus can create the ability to create management data files. The data files can be configured to include usage information as well as number of records created, subdivided by:

- **The type of fingerprint card format, listed by date and time;**
- **The name of the operator taking the prints;**
- **The time required to take each set of prints;**
- **The number of copies printed for each subject; and**
- **If transmitted to a central site, an annotation that the transaction was transmitted successfully.**

3.1.3 Usability (RFP Section 2.1.3)

a. Must have a user interface designed for ease of use with minimal need for mouse or keyboard, e.g., an integrated foot pedal and touch screen features.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's user interface has been designed for maximum ease-of use which clearly instructs users where they are in the capture process and what should be performed next. The tabbed application interface allows easy navigation between task types including data entry, fingerprint/palm capture, photo capture, signature capture and electronic record submission. Screen layouts and field displays are configurable in scale for easier use on touchscreen monitors to minimize keyboard and mouse usage. Foot pedals are also supported with certain livescan models. Additionally, the fingerprint capture process supports auto-capture, which will automatically detect when fingers are placed on the platen and initiate capture without the need for user intervention.

b. Ruggedized systems for jail implementations must be designed appropriate for field environments: waterproof, dust-resistant and shock-resistant.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

We have proposed a ruggedized cabinet, which is designed for use within hostile jail environments. System components will be protected from shock and moisture within a metal enclosure. We have also provided an option for an adjustable-height ruggedized cabinet. This physical flexibility of our proposed cabinet helps to ensure compliance with critically important accessibility functions under the Americans with Disabilities Act (ADA), including individuals of varied heights, wheelchair access, and other physical conditions.

c. Desktop configurations must be of compact design to permit countertop-placement in a booking area, or be portable.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has proposed multiple lightweight desktop configurations, which can be used in countertop configurations or portable configurations. We have proposed an integrated livescan (Evolution 5150) that can be used on a desktop or in a mobile environment.

d. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed fingerprint scanners can be cleaned and disinfected between each capture session to ensure consistently optimal fingerprint quality. The cleaning instructions will vary depending upon which model is being used. DataWorks Plus works with individual agencies

EXHIBIT "A"

to train for optimal cleaning based on direct instructions from scanner manufacturers. Examples of cleaning and disinfecting practices that DataWorks Plus utilizes with the proposed system are detailed within the following list:
scanners can support dust-resistant silicon pads which can be replaced, microfiber towel cleaning, and cleaning tape application.

1. **Replaceable Silicon Pads:** These replaceable pads can be supplied by DataWorks Plus for customer use. These pads increase the lifespan of the platen and can allow more cleaning options than would typically be allowed for direct platen contact by manufacturers.
2. **Cleaning Tape:** For scanners in which disinfecting solution or water is restricted, adhesive cleaning tape provides a good method to remove dust and residue between scans.
3. **Microfiber Towels / Wipes:** Another common practice for scanners restricted from solution / water contact is the use of microfiber towels. The microfiber towels can provide effective cleaning without the need for spray-on solvents.
4. **Spray-On Water-based Cleaning:** When permitted by manufacturer specifications, users can utilize spray on water-based cleaning in conjunction with microfiber or traditional cleaning cloths. This method provides the highest levels of disinfecting for platen surfaces. Spray-on solvents are generally prohibited by manufacturers and are not recommended with DataWorks Plus products.
5. **Disinfecting Clorox / Lysol Wipes (Integrated Biometrics Scanners ONLY):** In the event that significant disinfecting is needed, Integrated Biometrics scanners can be cleaned within disinfecting Clorox / Lysol wipes utilizing active ingredients Benzethonium Chloride (0.3% or less) or Dimethyl Benzyl Ammonium Chloride (0.26% or less).
6. **Disinfectant Spray (CrossMatch Scanners ONLY):** Disinfectants or solvents should not be used for scanner cleaning except in cases where health-hazardous residue or excessive bodily fluid has been left behind on the scanner surface after booking. The following disinfectant chemicals have been tested and approved for cleaning purposes by the scanner manufacturer. Agencies are *NOT* to use any chemicals or solvents for cleaning which are not included in the manufacture-approved chemical list. (Note: Each chemical type requires a different amount of “set time” prior to wiping off the chemical to ensure proper disinfection):
    a. ZEP Commercial Quick Clean Disinfectant (2 minute set time)
    b. ZEP Professional R153 Concentrated Disinfectant (10 minute set time)

Under each of these listed cleaning methods, DataWorks Plus will thoroughly train users for optimal cleaning results, and all training is tailored to the scanner model purchased, as well as the user’s standard workflows.

3.2 Template Configurations (RFP Section 2.2)

Respondents must provide LiveScan devices that have the ability to support all of the below Criminal and Applicant workflows. Respondents are to include complete Template Options for each unit. Additional information for individual responses may be provided as necessary. Each option must be available for selection by FDLE as needed.

Criminal Workflows

3.2.1 Criminal Arrest (Booking) (RFP Section 2.2.1)

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented integrated mugshot capture for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system is capable of utilizing a connected digital camera or folder import process for mugshot capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user. If required, the user can also manually select an existing file from the workstation itself or external file source.

d. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

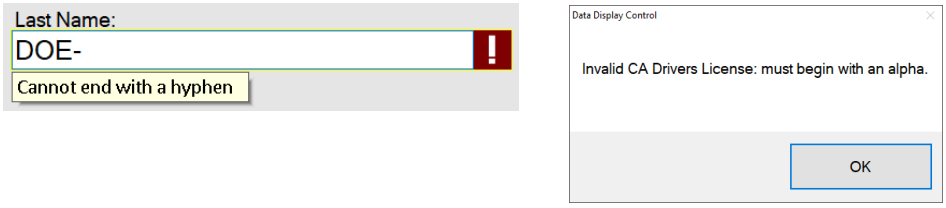
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

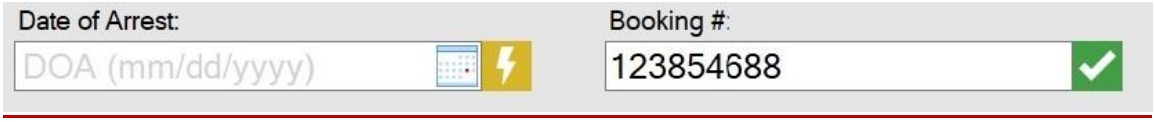
In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples



LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully utilized the proposed system's API to allow RMS / JMS interfaces with our LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system's API allows seamless interfacing of the application to third-party data systems via software interfaces. This allows the application to push and pull data between itself and an existing RMS or JMS. The proposed system's API and any interfaces created by DataWorks Plus will fully adhere to NIEM and EBTS requirements. DataWorks Plus will configure the proposed system to electronically transmit each of these specified data pieces to the FDLE BIS, as required.

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

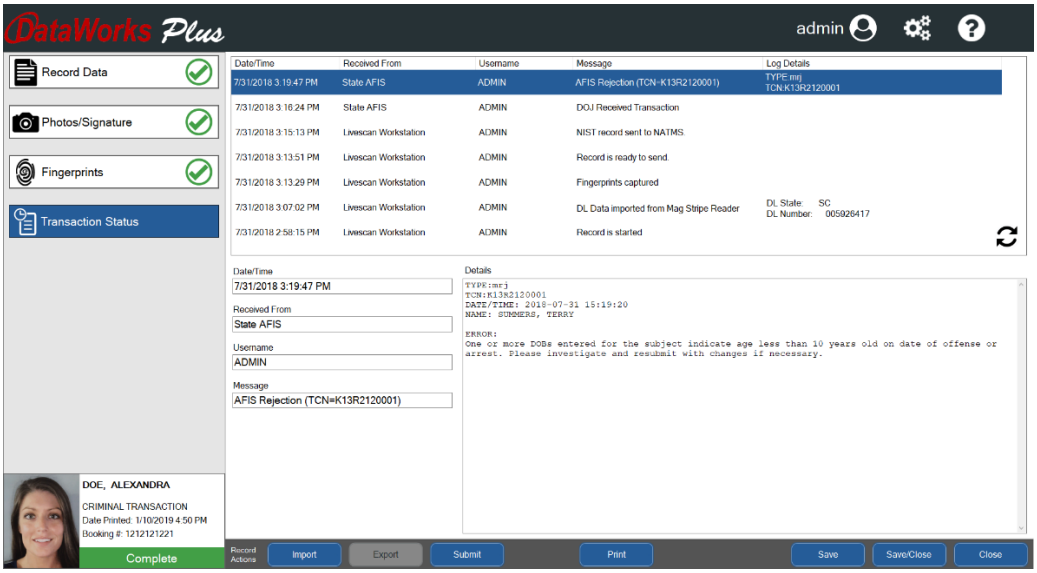
h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.2 Registrant (RFP Section 2.2.2)

Registrant workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

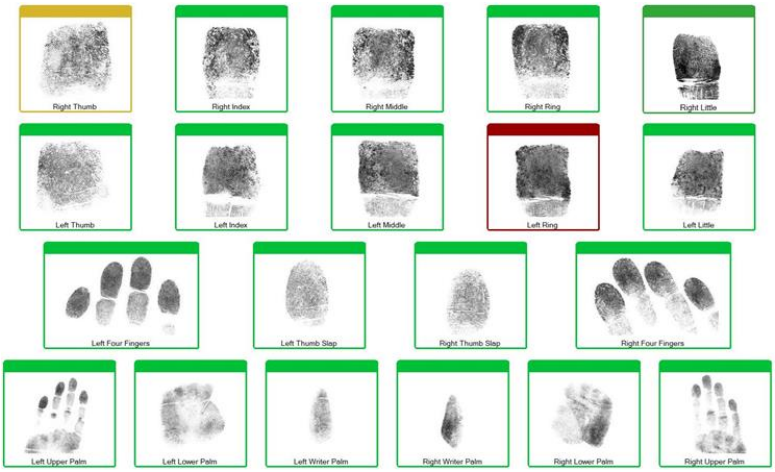
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented integrated mugshot capture for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system is capable of utilizing a connected digital camera or folder import process for mugshot capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

i. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

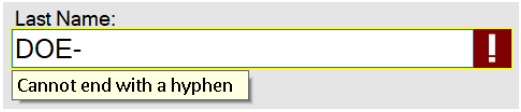
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

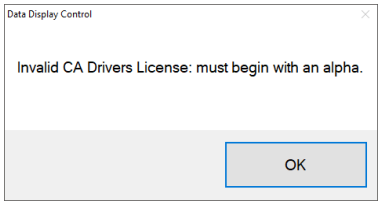
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

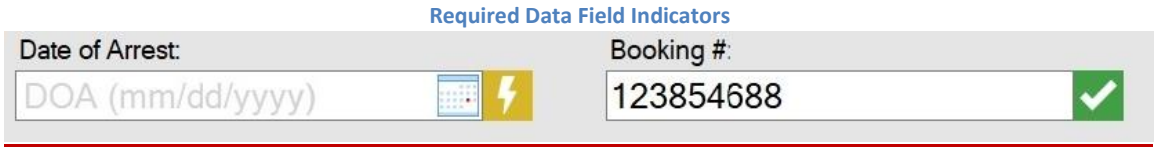
In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.



e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully utilized the proposed system's API to allow RMS / JMS interfaces with our LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system's API allows seamless interfacing of the application to third-party data systems via software interfaces. This allows the application to push and pull data between itself and an existing RMS or JMS. The proposed system's API and any interfaces created by DataWorks Plus will fully adhere to NIEM and EBTS requirements. DataWorks Plus will configure the proposed system to electronically transmit each of these specified data pieces to the FDLE BIS, as required.

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

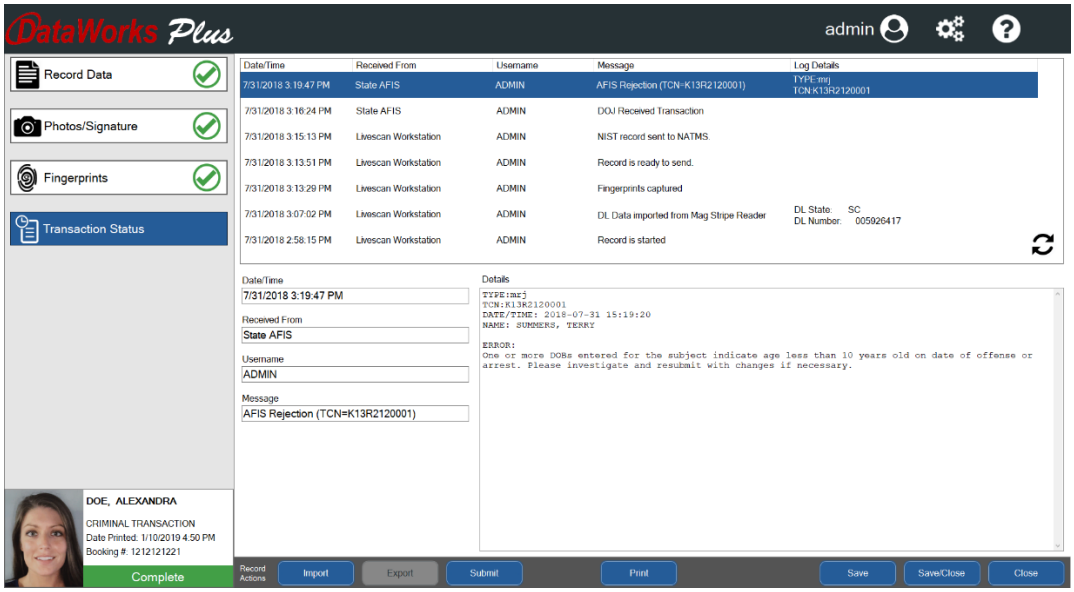
g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.3 Department of Corrections Custody (RFP Section 2.2.3)

Department of Corrections Custody workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

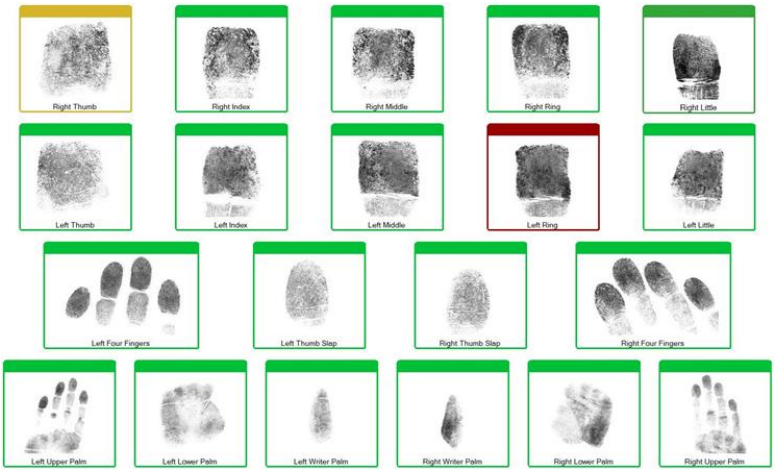
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. The proposed system is capable of utilizing a connected digital camera or folder import process for mugshot capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

j. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

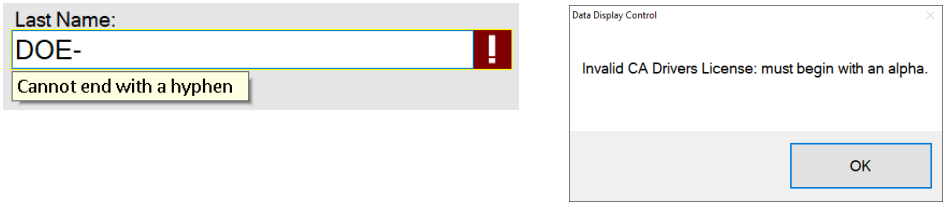
d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

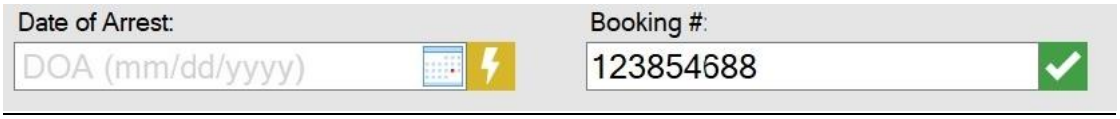
In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples



LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with EBTS and NIEM requirements. The proposed system's API allows seamless interfacing of the application to third-party data systems via software interfaces. This allows the application to push and pull data between itself and an existing RMS or JMS. The proposed system's API and any interfaces created by DataWorks Plus will fully adhere to NIEM and EBTS requirements. DataWorks Plus will configure the proposed system to electronically transmit each of these specified data pieces to the FDLE BIS, as required.

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

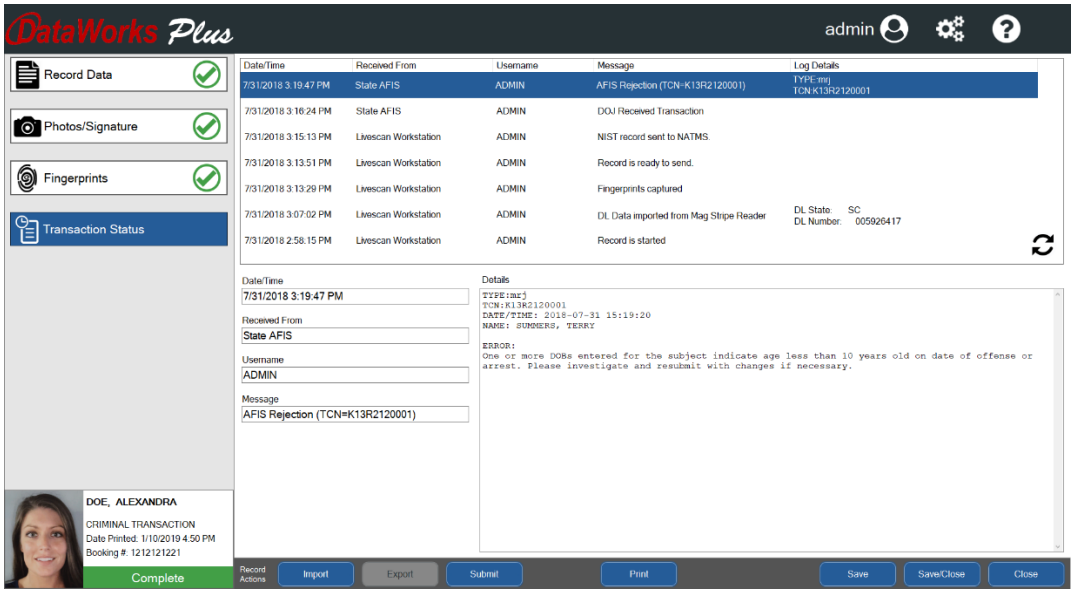
g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We have successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.4 Identification Only (RFP Section 2.2.4)

Identification Only workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

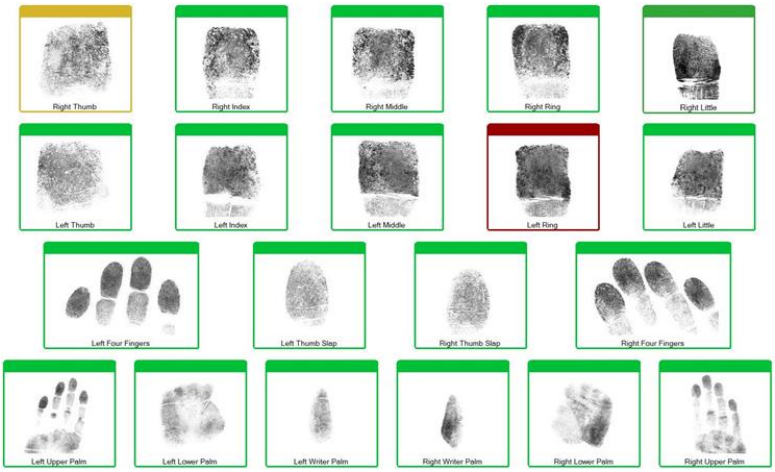
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



k. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

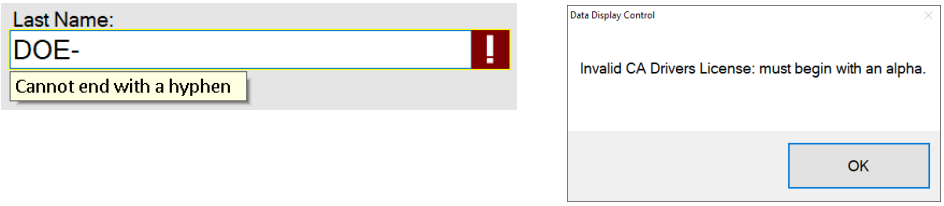
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be

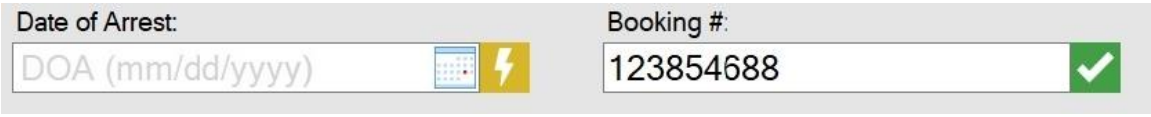
validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples



LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

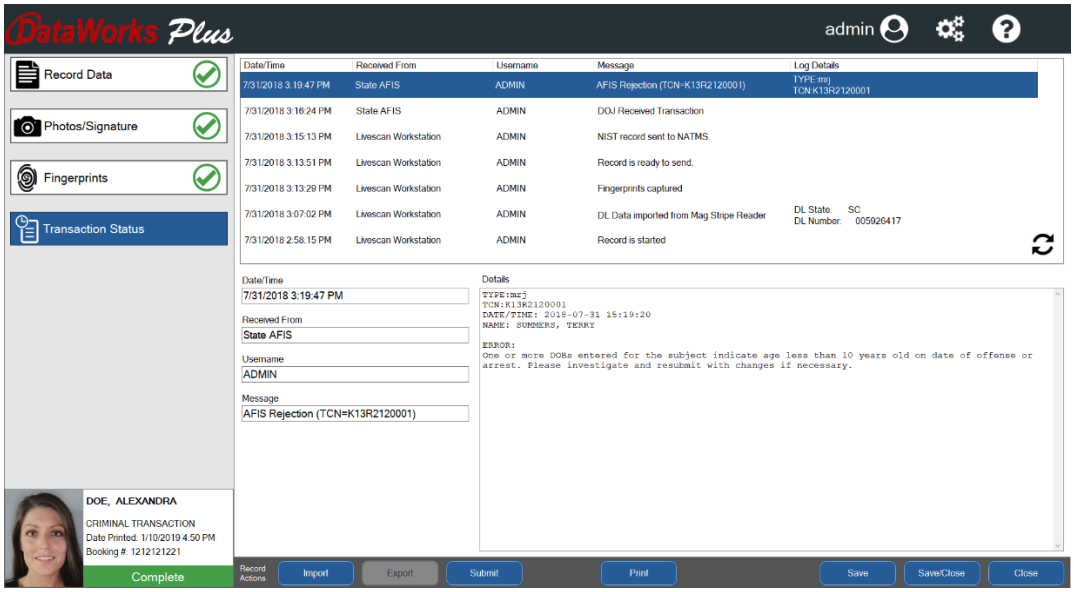
e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.5 Quick ID (RFP Section 2.2.5)

Quick ID workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect fingerprint impressions.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required Quick ID fingerprints and the application will prompt users to capture the designated prints step-by-step.

l. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

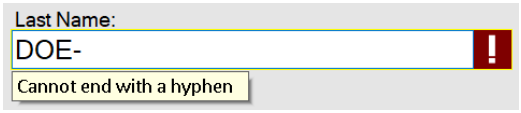
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

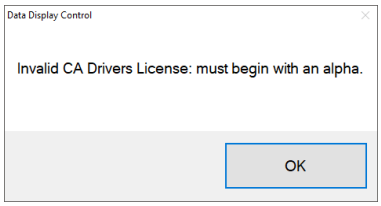
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

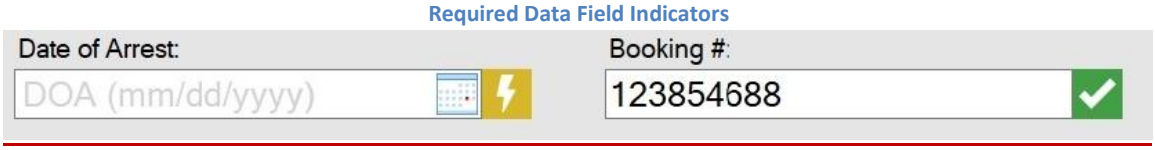
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to

submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.



d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

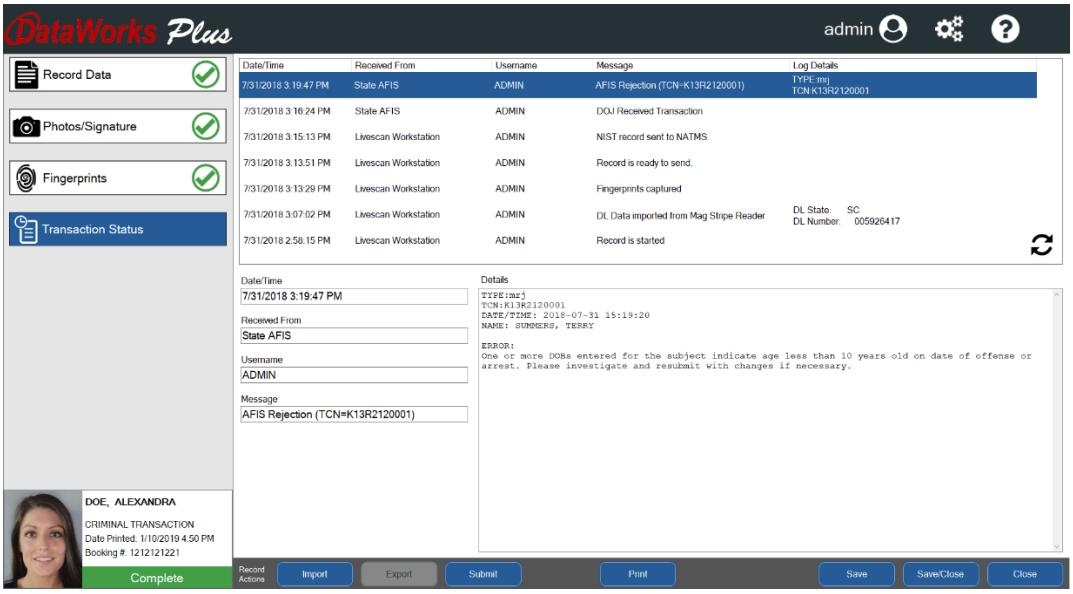
e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.6 Deceased Known, Deceased Unknown, Identification Only FBI, Add-On Charge (future functionality) (RFP Section 2.2.6)

These workflows will become accessible following the implementation of FDLE's Multi-Biometric Identification Solution (MBIS) System, which is anticipated in early 2025. These workflows must meet the new compliance requirements as outlined in the Criminal LiveScan MBIS Interface Control Document (ICD) and the MBIS Requirements Definition Document (RDD). The relevant documents will be provided to ensure full compliance upon successful implementation of the MBIS System. As with all previous workflows the following must be included:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of assigning a TCN and OBTS identifier to both current and future ToTs. DataWorks Plus will build all future ToTs in accordance with the MBIS ICD updates released by the state.

b. Collect fingerprint impressions.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required fingerprints and the application will prompt users to capture the designated prints step-by-step.

c. Provide an entry screen for entering all required or optional data elements. Data field requirements are outlined in the MBIS ICD and MBIS RDD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will create all required data entry screens, form layouts, and code tables in accordance with the provided MBIS ICD and MBIS RDD. Since the proposed system's data fields are not hardcoded, DataWorks Plus will be able to implement these future data screens without any additional development or coding.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will configure the proposed system's validation protocols and required field configurations in accordance with state specifications. This will ensure that users have to enter data correctly within the application.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the MBIS ICD and the MBIS RDD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the MBIS ICD and MBIS RDD specifications.

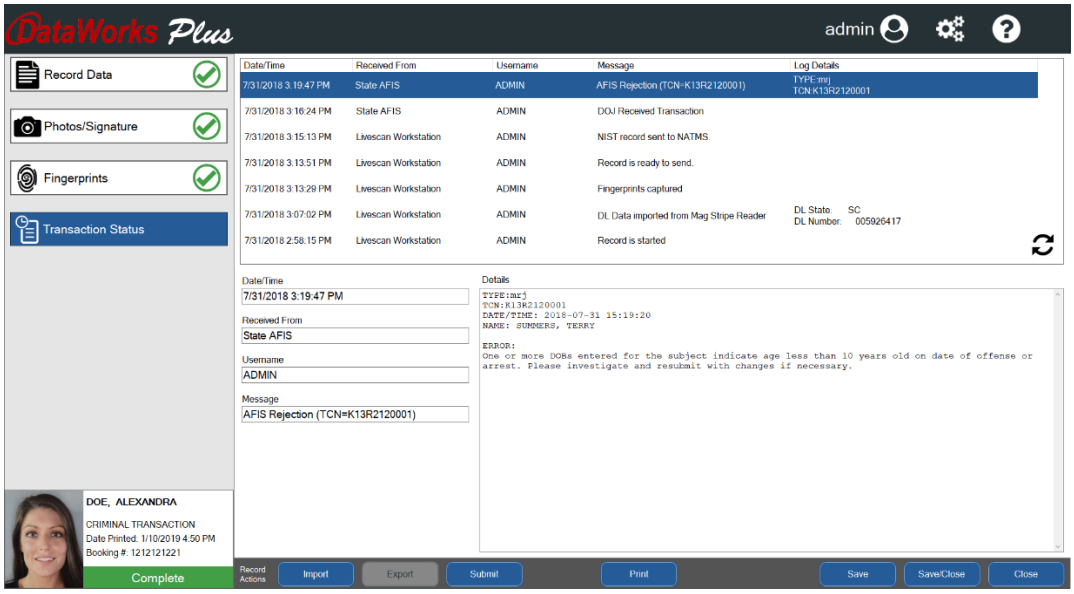
f. Receive and process the responses to the TOT submitted as defined in the MBIS ICD and the MBIS RDD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



Applicant (Civil) Workflows

3.2.7 Criminal Justice Applicant (RFP Section 2.2.7)

Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN for each record created. The naming conventions of these identifiers are configurable to meet agency specifications.

b. Collect fingerprint impressions – rolled, plain/slaps.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required Quick ID fingerprints and the application will prompt users to capture the designated prints step-by-step.

c. Have the ability to capture a portrait via digital camera or configurable folder.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of utilizing a connected digital camera or folder import process for portrait capture. Users will be able to select the photo source within the

application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future updates.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

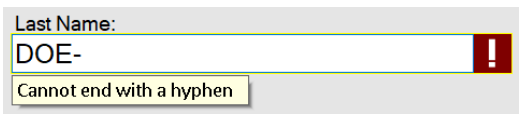
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

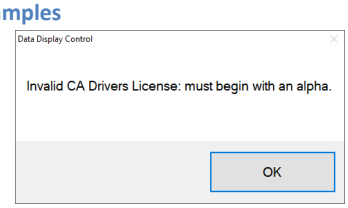
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

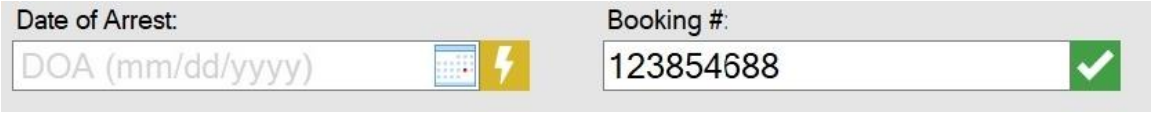
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

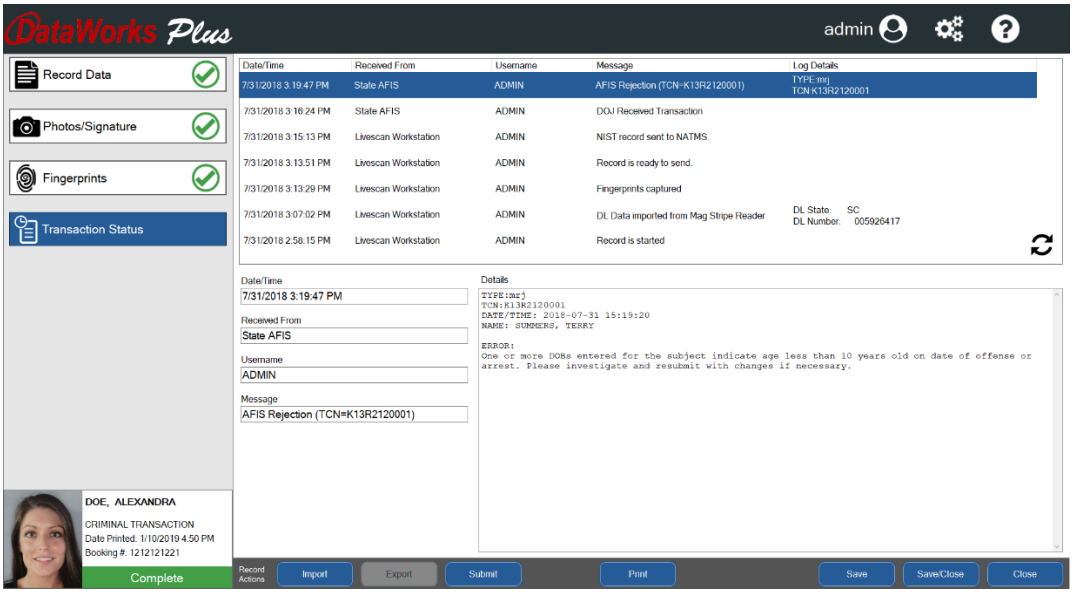
DataWorks Plus can configure the system to submit completed applicant records, including fingerprints and demographics information, to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the agency specifications.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Within the proposed system, the Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.8 Non-Criminal Justice Applicant (RFP Section 2.2.7)

Non-Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN for each record created.

b. Collect fingerprint impressions – rolled, plain/slaps.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required fingerprints and the application will prompt users to capture the designated prints step-by-step.

c. Have the ability to capture a portrait via digital camera or configurable folder.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of utilizing a connected digital camera or folder import process for portrait capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the

application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

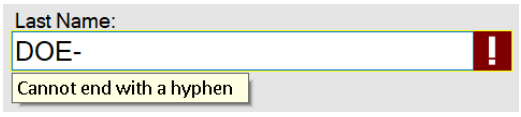
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

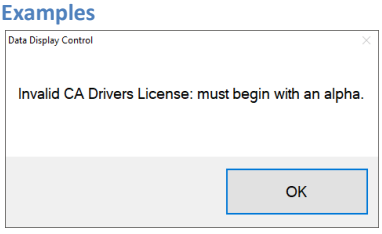
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

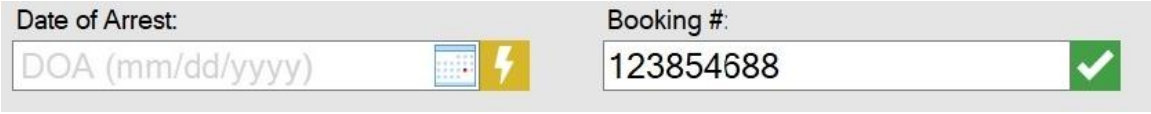
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus can configure the system to submit completed applicant records, including fingerprints and demographics information, to any required data source. We will configure the system to submit to the FDLE BIS in accordance with agency specifications.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Within the proposed system, the Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

3.3 CONTRACTOR RESPONSIBILITIES (RFP Section 2.3)

3.3.1 Contract Service Requirements (RFP Section 2.3.1)

Requests by the FDLE and OEUs for product literature, price lists, and specifications must be provided within five working days after receipt of a written request, at no charge. However, the FDLE reserves the right to review and approve all product literature, price lists, and promotional materials before distribution to the FDLE and OEUs.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is prepared to provide each of these listed resources to the agency in the timeframe specified, at no charge. Our company maintains this data so that customer agencies can review and approve our offered products quickly. We will work with FDLE and OEUs to ensure optimal distribution of all proposed products.

3.3.2 Factory Service Requirements (RFP Section 2.3.2)

The Contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor must provide ordering instructions. The Contractor shall promptly notify the FDLE of any changes thereto, however, the parties expressly agree that changes to the service representative list are not Contract amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one authorized service location within the State of Florida.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is positioned to provide rapid local service and support to our Florida customers. We currently have three factory-authorized service stations located in the state of Florida that can perform warranty repairs and adjustments throughout the contract term. Our Florida in-state customer support engineers are capable of performing these specified support services. Additionally, our Support Center within our company headquarters in Greenville, SC is available on a 24/7 basis to receive support calls and coordinate any warranty repairs or adjustments throughout the contract term.

3.3.3 Standard Support Levels (RFP Section 2.3.3)

Contractors shall provide the following levels of support under the Contract:

a. Inside delivery, with set-up, installation and training
b. Standard warranty and maintenance (minimum 36-months, including all labor, materials and transportation charges)
c. Standard manufacturer's service response
d. 30-day money back guarantee, return to Contractor, with no shipping charges or restocking fee or comparable charges when alternative product(s) purchased.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is prepared to provide each of these listed support services. Our technicians will handle all installation, testing, and training for the delivered components. The provided

systems will be covered under a full 36-month warranty, as required. Ongoing maintenance agreements beyond the warranty period are available on an annual basis via our standard Maintenance Agreement. DataWorks Plus is also prepared to provide the 30-day moneyback guarantee for customer agencies, as required.

3.3.4 Installation (RFP Section 2.3.4)

The Contractor should include on-site, inside product delivery, uncrating, assembly, full installation, and removal of debris at no additional cost to the FDLE or OEUs. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEUs ordering and must be documented in writing.

Contractor must provide to the FDLE or OEUs all equipment technical requirements prior to scheduling the installation. Technical requirement information will include, but not be limited to: data connection(s); appropriate electrical wiring and power supply; communications requirements, planned interfaces to the Biometric Information Solution

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is proposing "turnkey" systems which will be fully integrated and ready for operation in their shipped state. Our technicians will handle all unpacking, set-up, configuration, testing, and training on-site. These services will be performed at no cost to FDLE or the customer agency. We will coordinate shipment of all hardware to agency sites prior to installation scheduling, as required.

Please note that DataWorks Plus does not provide or install any networking or power infrastructure for customer agencies. It will be the responsibility of the agency to provide working power and network outlets in reachable proximity to the designated workstation locations. DataWorks Plus will provide all cables and peripherals required to plug into these agency-provided outlets.

3.3.5 Warranty (RFP Section 2.3.5)

Awarded Contractor must provide a thirty-six (36) warranty for parts and labor on the Live Scan Equipment and Software to be included in the cost of the equipment and/or software purchased under this Contract. The warranty period must begin upon acceptance of the system by the FDLE or OEUs.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The provided solution will be covered under a full 36-month warranty, as required. Any software or hardware components that are found to be defective or malfunctioning during the warranty period will be repaired or replaced at no cost to the agency. The warranty period will begin upon acceptance of the system FDLE or OEU's. Additional coverage beyond the warranty period is available on an annually-renewable basis via our standard Maintenance Agreement.

3.3.6 Maintenance (RFP Section 2.3.6)

Contractor shall offer an extended maintenance program that offers preventive/remedial service for the system that commences after the initial thirty-six (36) warranty period. It shall be the responsibility of the FDLE or OEUs to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Maintenance for the proposed system will be provided by our company Support Center and in-state customer support engineers. DataWorks Plus trains every Support Center engineer and provides these individuals with the tools and information needed to ensure superior system operation. The Support Center assures constant availability of a highly skilled core team of engineers, maximizing the effectiveness and timeliness of service when a support call is placed. Additionally, DataWorks Plus has placed three regional support technicians residing directly within the State of Florida. DataWorks Plus' goal is to provide the fastest response times possible, and maintaining a local support presence in close geographic proximity allows us to ensure rapid responses, even when on-site assistance is needed.

DataWorks Plus' Support Center is available to receive calls for assistance via a toll-free line 24 hours a day, 7 days a week, 365 days a year. If a technician is not available to answer the call, the call will normally be returned within 15 minutes and is guaranteed to be returned within one (1) hour. All support is included in the warranty and maintenance plans. In addition to calling in a problem, agencies can contact our support team by emailing in a ticket to support@dataworksplus.com.

DataWorks Plus' support staff also will have remote access to your agency's system for quicker, more reliable problem resolution. Support Center engineers log each call and assist in the resolution of problems, such as verification, diagnosis, correction of material errors, and defects in the hardware, software and network connections. If the technical support engineer is unable to solve the problem remotely, then an engineer will be sent to your agency to resolve the issue on-site.

Resolving the Problem: Calls that come into the support center are logged in to our call tracking system. At that point, calls are handled as follows:

1. **Assigned to a technician for review and diagnosis.**
2. **Calls that cannot be diagnosed and handled quickly are escalated to a senior engineer.**
3. **The ticket may be escalated to a local technician or vendor in the customer's geographical area, if necessary.**
4. **The senior engineer may work with our development team to resolve software issues.**

At all points, the support technician is responsible for keeping the customer updated on the progress of the ticket. If a ticket needs to be escalated further, the Director of Technical

Support can be contacted to review the progress of the support ticket and take any necessary actions to resolve the issue quickly.

Opening a support ticket: When you call the toll-free number, our support technicians will open a support ticket for you. This ticket number is available for your records, should you need it, and it ensures that your system problem is accurately handled by our company.

Obtaining Replacement Parts: Should the technical support department determine that new parts or devices are needed for your equipment, we will issue an RMA from here to send the part directly to your site. When the part arrives, please use the return shipping label to ship the damaged part back to us.

Escalation of Tickets: If a ticket needs to be escalated, the Director of Technical Support will review the ticket and handle appropriately.

3.3.7 Instruction Manuals (RFP Section 2.3.7)

At the time of the delivery of products or services under any Contract resulting from this solicitation, the Contractor(s) must furnish the FDLE or OEUs one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEUs as they are issued by the manufacturer. Each instruction and maintenance manual must contain definitions of terms; definitions of equipment; equipment capabilities; technical descriptions of equipment operations; descriptions of malfunction identifications; troubleshooting procedures; and detailed schematic and use instructions.

Upon request of the FDLE or OEUs, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will provide full written documentation for the proposed system. This will include manuals for all application software and system hardware such as a Site Preparation Guide, Administrator Guide, User Guide, and any contract-specific documents developed as part of the program plan. User guides include a system overview, application interface basics, and detailed instructions for using all modes of operation. Instructions describe the screens and provide step-by-step procedures for completing tasks. Administrator guides cover hardware, software, communications, diagnostics, monitoring system activity, reporting, backup and recovery, and maintenance.

Online help manuals are included in the software and can be used at any time to assist users in navigating the software. Users can click on "help" from the application and search for information as needed. In addition, these manuals can be printed as necessary and used in any future training classes as needed.

3.3.8 Training and Documentation (RFP Section 2.3.8)

a. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer/operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE before conducting the training.

b. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

c. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).

d. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Using a "Train the Trainer" method, DataWorks Plus will train supervisors so they can likewise train their staff. This approach ensures system administrators will also be equipped to train additional staff in the future and reduces the training costs to your agency. The one-day training session takes place on-site and prepares up to 10 trainers for user orientation training. The training will be conducted using the installed live scan. Manuals will be provided for each trainer.

In addition to training, DataWorks Plus will provide each of the required documentation types specified within the ITN. This includes user and administrator guides, as well as "site-preparation" guides that show all power and communication requirements for customer agencies.

Training Overview

Trainers will be prepared to provide user orientations including lectures and hands-on practice with the LiveScan Plus system. The training uses the documentation provided with the system to familiarize users and system administrators with the products. User Training explains how to create a new booking record, import demographic data, capture fingerprint images, print a record, locate and update an existing record, delete an existing record, capture mugshot images (if the photo capture module is purchased), and print.

User Training Outline

The following tables contain a general outline of the primary topics that will be covered during the training sessions. Length of the training sessions and the ratio of hands-on

practice to lecture time are adjusted to fit student's needs. The easy to use Graphical User Interface (GUI) of LiveScan Plus requires minimal training. We have included eight (8) hours of train the trainer training, but in most cases, the full 8 hours is not necessary to complete the training.

Table 1 - Train-The-Trainer Outline

Subject	*Topics*
Operating System	System Navigation Log in & out of system
Booking	Record Creation Ten Print Capture Data Capture/Import Photo Capture Module (if purchased)
Searching/Retrieving Records	NIST Manager Express NISTWorks Web Retrieval Retrieving Printing
Additional Topics	Fingerprint Comparison Online Transaction Monitor

System Administrator Training Outline

System Administration Training is provided on-site or via web-conferencing using the installed system. System Administration Training explains routine backup procedures, the use of filters to narrow the scope of a search, the procedure for creating a search filter, preventive maintenance procedures, and troubleshooting.

Table 2 - Administrator Training Outline

Subject	*Topics*
SQL Server	Backup/Restore Administration Security
Administrator	Capture Search Printing Data base modification User & Group Creation Report Generation Screen Creation Activity Tracking Online Transaction Monitor System Security

System Interfaces	As required to reflect customer configuration and workflow

3.3.9 Delivery (RFP Section 2.3.9)

Freight and inside delivery costs should be included in unit prices. Delivery is required within thirty (30) days from receipt of an FDLE or OEUs purchasing document containing complete and correct ordering information. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. Exceptions must be negotiated with the FDLE or OEUs and documented in writing. Contractors must notify the FDLE or OEUs at least seventy-two (72) hours in advance of delivery of equipment so that necessary arrangements can be made.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and agrees to these specified delivery terms. All delivery costs are included in our proposed price, and DataWorks Plus will provide systems within the specified timeframes. We will work with individual agencies to establish timely delivery and installation within all relevant agency facilities.

3.3.10 Replacement/Discontinued Models (RFP Section 2.3.10)

During the term of the Contract, the Contractor may submit for consideration and approval a replacement model for any awarded item. The replacement offered must meet or exceed the original solicitation specifications and must not exceed the price of the originally awarded model. Acceptance of any replacement model is at the discretion of the FDLE.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will inform FDLE if any proposed scanner model or related hardware is discontinued by the manufacturer, with alternative hardware of equivalent or improved specifications at equivalent or lower cost. All proposed hardware or software will be fully compliant with all of the specifications defined within this ITN.

3.3.11 Sales Summary Reports (RFP Section 2.3.11)

The following data shall be reported to the FDLE on a quarterly and annual Contract basis:

a. Contractor's name

b. Reporting period

c. Total dollar value of purchases per quarter, separated by:

- **State Agency and OEUs totals**
- **Purchase order and P-Card order totals**
- **Product group**

d. Excel report itemizing total purchases for a period shall include columns for the following information:

- **Manufacturer's name**

- **Agency name**
- **Product number**
- **Item description**
- **Product group number**
- **Identify lease or purchase status**
- **Unit of measure**
- **Quantity**
- **Manufacturer list price**
- **Percentage discount taken**
- **Final purchase price**

Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July, and October) and/or Contract-year may result in the Contractor being found in default and subsequent cancellation of the Contract by the FDLE.

Submission of contract sales summaries is the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary information as described above by email to the Contract Manager. FDLE shall distribute, in electronic format, the contract sales summary information to be used by the awarded Contractor upon Contract signature.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and agrees to provide sales summary reports detailing each of these specified data pieces. The reports will be provided to FDLE at the intervals specified. The DataWorks Plus Project Manager will provide these reports as part of the contract.

3.3.12 Balance of Line (RFP Section 2.3.12)

Contractor(s) may have the opportunity to include a balance of line which will include software, hardware, accessories and other equipment and features that are directly related to the Live Scan equipment's operational capabilities that fall within the scope of this Contract, at a fixed discount equal to or greater than the discount applied to numbered items bid. This information shall not be submitted with Respondent's Reply. The addition of any products to any contract resulting from this ITN shall require written approval by the FDLE.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and fully complies. We will adhere to the policies defined by FDLE within this ITN.

3.3.13 Miscellaneous Fees and Charges (RFP Section 2.3.13)

Contractor may not charge FDLE or OEUs any additional fees, including but limited to property tax, sales tax, delivery charges, pick-up charges and fuel surcharge.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and fully complies. We will adhere to the policies defined by FDLE within this ITN.

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4. Provision for Future Workflows and Templates

The Respondent must include in their response a detailed strategy for accommodating future workflows and templates. This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors that demonstrate the Respondent's ability to meet this requirement.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is committed to supporting future ICD changes at no cost to FDLE. This includes future workflows and templates. DataWorks Plus has a proven track records providing changes to a states Livescan ICD to support future changes. This includes working in the past with FDLE and many other states in the United States. DataWorks Plus livescan customers that have a warranty/maintenance contract will receive the updates free of charge. DataWorks Plus reserves the right to charge for labor hours that are needed to implement updated software.

The proposed LiveScan Plus system has been developed to provide the highest possible customization capability. The system is based on standard Microsoft SQL databasing technology. This architecture uses non-hardcoded data fields which allow extensive configuration of the system at any time, even after installation. All data fields, screen layouts, forms, code tables, and validation protocols can be updated or modified at any time, without the need for additional development or coding. This allows DataWorks Plus to easily update any ToT or workflow within the system's database via a simple SQL table update. As FDLE provides specification updates, via updated ICDs, DataWorks Plus developers will implement the changes for rollout to customer sites.

Our process for adding / removing / modifying booking templates (ToTs) includes the following steps, at minimum:

1. DataWorks Plus developers carefully review the updated ICD specifications.
2. Microsoft SQL database updates are made to match ICD specifications within a DataWorks Plus non-production test environment. If needed, software development is engaged.
3. All system booking functionality is thoroughly tested in our non-production environment within our Engineering Lab.
4. Once all required testing is completed, and functionality is confirmed to be compliant with FDLE specifications, DataWorks Plus will coordinate a time to test the update on-site with a customer.
5. The updated ToTs are installed on the customer's LiveScan Plus clients for on-site testing. Updates are implemented via remote dial-in to each customer site.
6. Once on-site testing is completed, final acceptance of the changes is granted by the customer.

At all phases of Template and Workflow updates, the DataWorks Plus Project Manager will maintain regular contact with agency personnel, to ensure the smoothest possible transition to the new content.

5. Value Added Services

The Respondent may offer services other than those specifically outlined in this solicitation that it believes offers Value-Added Services to the Department

DataWorks Plus has designed our LiveScan Plus solution as a springboard for several other Law Enforcement and Criminal Justice technologies. For example, the fingerprints captured during system bookings can be enrolled into a matching database for Mobile-ID technology. Likewise, photos captured during bookings can be enrolled into matching databases for Facial Recognition and Tattoo Recognition. IRIS capture and identification systems can be integrated with LiveScan Plus as well. A list of our supplemental / optional products that can enhance the overall capability of LiveScan Plus have been provided within the following list:

- **Evolution 5150 –** *See Section 5.1, page 99.*
- **Evolution 5470**– *See Section5.2, page 103.*
- **IRIS Capture**– *See Section5.3, page 104.*
- **Biometric Login**– *See Section 5.4, page 105.*
- **Height Adjustable Ruggedized Cabinet** – *See Section 5.5, page 106.*
- **Web Based Training/Testing with LMS**– *See Section 5.6, page 107.*
- **Mobile-ID / SAF-ID (Biometric Fingerprint Identification)** – *See Section 5.7, page 108.*
- **Digital PhotoManager** – *See Section 5.8, page 114.*
- **NIST Global Transaction Manager (GTM)** - *See Section 5.9, page 116.*

5.1 Evolution 5150 MOBILE ALL-IN-ONE

The DataWorks Plus Evolution 5150 is a ruggedized tablet-based device specifically designed for mobile booking and/or identification. The Evolutions 5150 has an integrated tenprint scanner that can capture rolled and flat fingerprints, along with facial images, irises (optional), and descriptor data. It includes an industrial grade polycarbonate/rubber case, Wi-Fi communication capabilities and built-in GPS. The LES fingerprint scanner is FBI PIV certified FAP-50 and provides accurate high-resolution scans in virtually any environment, including indirect or direct sunlight. The Evolution 5150i is a portable "all-in-one" solution that allows officers to capture data, photos, and tenprints in the field for mobile booking or "catch and release" applications. Evolution 5150 can also provide multimodal biometric identification by capturing fingerprints, photos (for facial recognition), and/or iris, then returning results.

Commercial Grade Windows Tablet

Platen—FBI Certified FAP-50, four-finger slap and roll fingerprint sensor

Rear Dual Iris Reader (optional)

Camera and Flash

Industrial Grade ABS/Polycarbonate/rubber case

Mobile Booking, Catch & Release The Evolution 5150 is a portable "all-in-one" solution that allows officers to capture data, photos, and tenprints in the field for mobile booking or "catch and release" applications.

Multimodal Identification Evolution 5150 can also provide multimodal biometric identification by capturing fingerprints, photos (for facial recognition), and/or iris, then returning potential candidate results.

Connectivity Industry-standard wireless communication methods, including Wi-Fi and GPS capabilities.

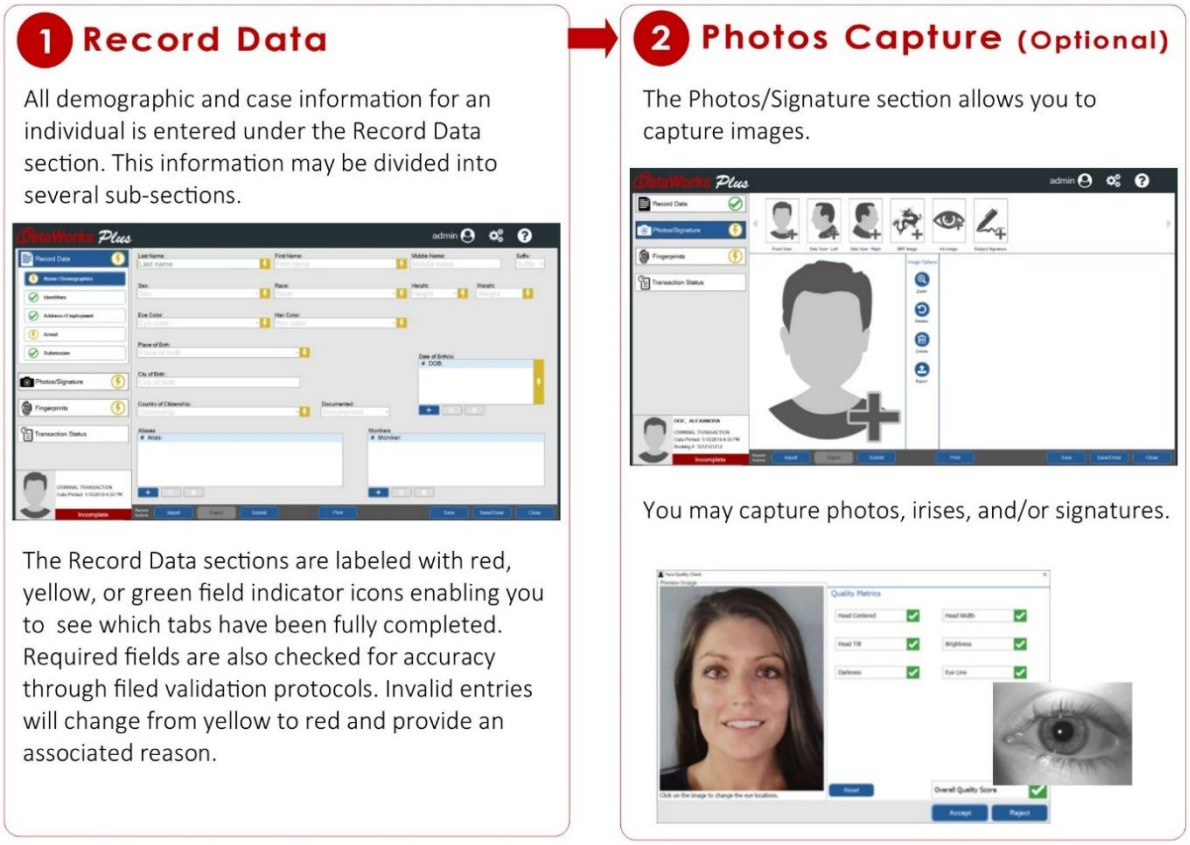
FBI FAP-50 Certified Patented light emitting sensor captures 500 DPI prints. Large capture area with FBI FAP-50 certification increases accuracy.

FBI CJIS Security Compliance Secure Mobile Data Service (SMDS) from DataWorks Plus on Wi-Fi devices provides Mobile Device Management software, two-factor authentication, and a customizable shell to ensure that your agency complies with the FBI CJIS Security Policy.

5.1.1 Sample Workflow

There are 4 primary steps for creating a new record:

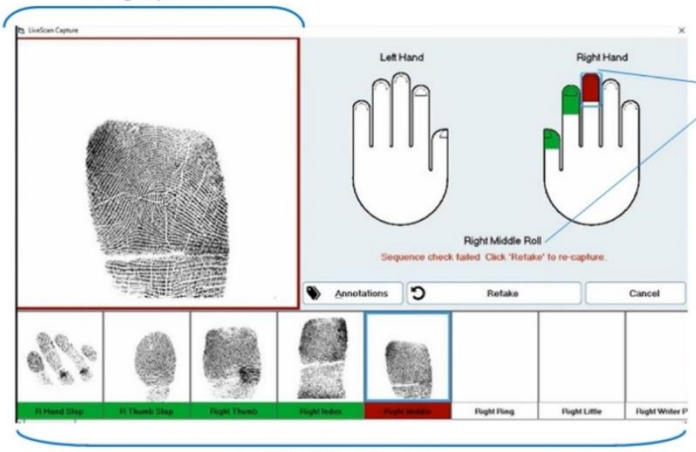
1. Record Data Entry
2. Capture Photos
3. Capture Fingerprints
4. Submission



3 Fingerprints Capture

Fingerprints are captured in the Fingerprints section. The fingerprint capture interface will walk users through each fingerprint capture item step-by-step. The Workflow Status, the hand images, and the messages at the bottom of the screen will let users know which print to take next.

Live Image Preview
Displays the print as it is being captured.



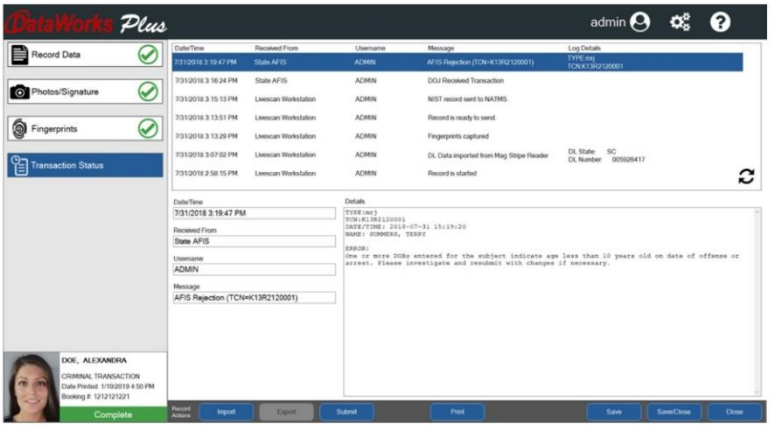
Capture Indicator
Blue box on hand image and message below indicate which print to capture

Color-Coded
Captured prints are color-coded to indicate quality or annotations

Workflow Status
Shows which prints have been captured and if there are any errors or quality warnings.

4 Transaction Status

Once all Record Data, Photos, and Fingerprints have been fully captured, the record can be saved, printed, and electronically submitted to the state AFIS. The Transaction Status Tab will display a timestamped log of all transactions made throughout the record creation process.



5.2 Evolution 5470 – MOBILE ALL-IN-ONE Tablet with Palm Scanner

The DataWorks Plus Evolution 5470 is a ruggedized tablet-based device, which includes a Tenprint/Palm scanner that can capture rolled and flat fingerprints, along with palms. It includes an industrial grade polycarbonate/rubber case, Wi-Fi communication capabilities and built-in GPS. The LES fingerprint scanner provides accurate high-resolution scans in virtually any environment, including indirect or direct sunlight. The Evolution 5470 is a portable "all-in-one" solution that allows officers to capture data, tenprints, and palmprints in the field for mobile booking or "catch and release" applications. Evolution 5470 can also provide multimodal biometric identification by capturing fingerprints, photos (for facial recognition), and/or iris, then returning results.

The following images are of the scanner only and show the captures for upper palm, lower palm, writer's palm and rolled print.

Upper Palm

Lower Palm

Writer's Palm

Rolled Print

5.3 IRIS Capture – Advanced Iris Capture & Recognition Technology

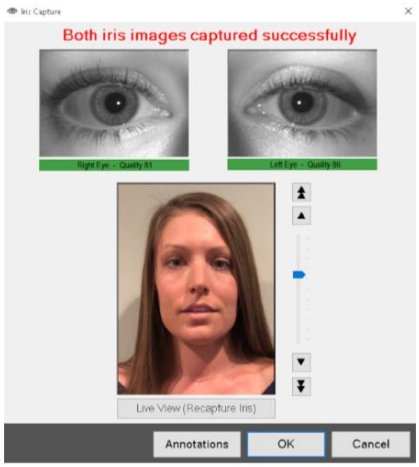
DataWorks Plus offers iris capture and recognition with Iris Plus. Iris recognition systems are quickly emerging as a highly accurate and reliable tool for biometric identification. Capture technology has become more sophisticated and cost effective and capabilities will continue to evolve making iris recognition the future of biometric identification.

5.3.1 Quick, Accurate Enrollment

Making an iris scan is as quick and easy as taking a picture. With the IRIS Plus capture module, you can collect valuable iris scans during routine bookings which can then be used for future matching and identification purposes. The iris capture process can be seamlessly integrated with your workflows. The iris images are then securely stored within the individual's booking record along with any mugshots or SMT images.

5.3.2 Stable & Unique

Like fingerprints, no two people, even twins, have the same iris. The unique patterns of the iris are used for verification or identification of an individual. High-resolution iris images actually contain 100 more reference points for comparison than a fingerprint. When checking for identification or verification, false acceptance and rejection rates are very low.



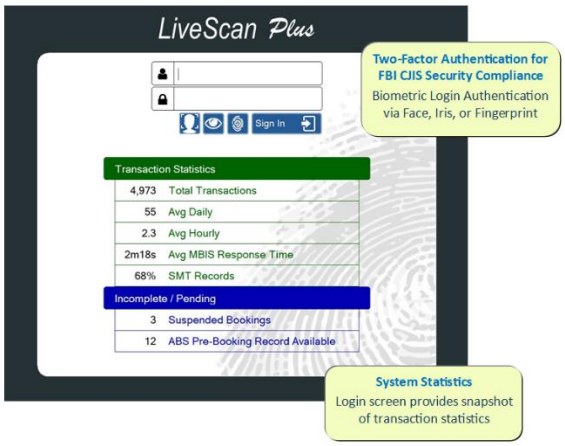
5.4 Biometric Login

In addition to username and password login, facial recognition, fingerprint recognition and iris recognition may serve as means of biometric login. DataWorks Plus will handle all image and finger enrollment into a secure user database, which ties the enrolled biometrics to the corresponding User ID. Users may login with any combination of the following:

- Username and password
- Fingerprint, captured with LiveScan Plus' scanning deck
- Face, captured with LiveScan Plus' webcam (optional)
- Iris, captured with LiveScan Plus' iris camera (optional)

5.4.1 Secure Biometric Login

Users may log in with any combination of username and password, fingerprint, face or iris.

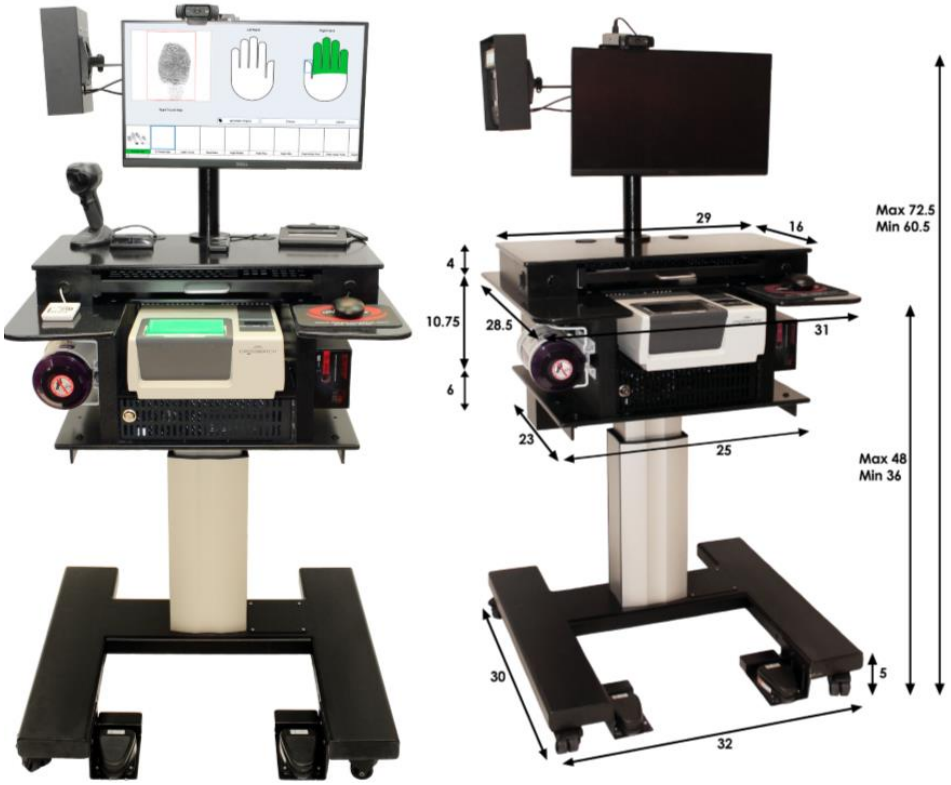


5.4.2 Two-Factor Authentication for FBI CJIS Security Compliance

Users can use biometric matching to authenticate themselves in addition to their standard username and password authentication. This two-factor authentication will provide additional layers of data protection from unauthorized access, helping ensure that your agency remains compliant with the latest FBI CJIS security policies. We are also willing to take advantage of the IRIS or NFC readers for authentication.

5.5 Height-Adjustable Ruggedized Cabinet

DataWorks Plus' electrical height adjustable ruggedized cabinets have been designed for use within hostile jail or office environments and will work with HID/Crossmatch and Thales livescan hardware. The images below include optional peripherals (web cam, iris scanner, barcode scanner, etc.). Additional options include a monitor mount extension to accommodate camera and lighting and 48" low profile light strip which can be mounted in an aluminum extension at 7' from ground. The height-adjustable cabinets are also a great option for processing people of varying heights as well as individuals in wheelchairs.



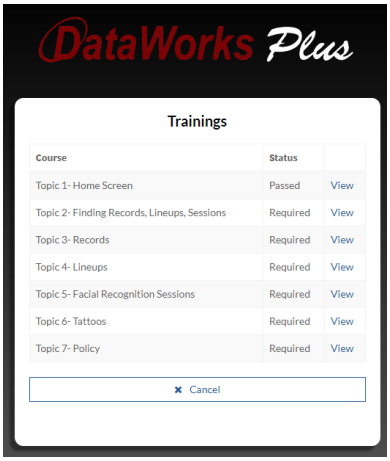
Improved Organization

The design of the proposed cabinet allows operators to maintain a more organized workspace. Glove box dispenser holders are mounted to the side, and the side shelves provide storage for cleaning and other items.

5.6 Web Based Training/Testing with DataWorks Plus Learning Management Training System

Training is a critical element in the successful migration to a new software application. DataWorks Plus has developed an LMS software application that will deliver, monitor and track training to ensure that all users have completed a minimum basic level of training before accessing a DataWorks Plus system. LMS presents interactive educational content to users, then tests their level of acquired knowledge.

- Streamlined User Registration Process
- Video Tutorials, Interactive Learning & Testing
- Convenient Accessibility—Users can access from anywhere and at any time
- Automated Grading, Reports, & Certificate Issuance
- Ensure Compliance Training
- Tracking—Track Progress, scores and overall performance
- Supports Personalization—Individualize training experience for specific user groups
- Reduce learning costs
- Refresher Training



5.7 Mobile-ID - Biometric Fingerprint Identification

DataWorks Plus' Mobile-ID is an extremely fast and accurate software solution that uses advanced fingerprint matching techniques to provide positive identification of an individual. Mobile-ID allows an officer to scan a person's finger on any FBI-approved fingerprint scanner and search a database for a positive match. Mobile-ID searches FBI RISC, state AFIS, State RapidID and local AFIS using a variety of fingerprint capture solutions. Search results can also include NCIC, state arrest history, mugshots (when on file), wants and warrants, etc.

DataWorks Plus' Mobile-ID differs from other vendor offerings because our software supports fingerprint scanning hardware from numerous hardware manufacturers. With DataWorks Plus, your agency will have total flexibility when selecting the best fingerprint scanner for a wide variety of applications (one size does not fit all). Your agency won't be tied to a specific hardware vendor.

At DataWorks Plus, we view ourselves not only as application developers, but also as a solid system integrator, using a combination of best-of-breed solutions from third party providers, our own commercial-off-the-shelf software, and some custom development to provide the best available working environment for our customers. DataWorks Plus has provided thousands of mobile identification devices to law enforcement agencies via our Mobile-ID system. Through this experience we have gained the following key types of experience to aid in our understanding and aptitude in mobile device provision:

- **Use of several mobile device types:** Our hardware-agnostic approach allows us to build partnerships with leading hardware manufacturers, and offer a wider selection of available devices than what can be matched by many other vendors. This allows DataWorks Plus to select the best possible hardware for each agency.
- **Experience in a wide array of mobile device connectivity types:** Since each agency has a distinct set of mobile data terminal hardware and infrastructure for network connectivity, DataWorks Plus adapts our products to each agency's infrastructure accordingly. Whether the customer wishes to use an all-in-one device with cellular connectivity, WiFi connectivity, or use a Bluetooth tethered scanner with existing agency data connectivity, DataWorks Plus can confidently implement a well-functioning system.
- **Scalability for large agencies:** Our development, training, and support for several sizable agencies nationwide, including the Florida Highway Patrol, the Los Angeles County Sheriff's Office, the Georgia Bureau of Investigations, and the Pennsylvania State Police, has equipped our company for largescale system implementation, throughput workload, and user management.

5.7.1 Examples of Mobile-ID Implementation

Roadside Stops	Our Mobile-ID application has been proven to be a powerful method of catching criminals with outstanding warrants during both routine and investigative roadside stops. Individuals with fake IDs or no IDs have been successfully identified, and since criminal history and outstanding warrants from distant counties or states are immediately available for officers to view, these ID submissions have directly led to arrests that otherwise would have been sent free with nothing more than minor traffic citations.
Crime Scene Investigations	Our Mobile -ID application has been utilized by several agency investigation units to identify crime scene victims. In some cases, even deceased victims with no ID have been identified by the system. This has allowed investigators to accomplish in a few minutes what previously could have taken multiple days through traditional victim identification methods.
DNA Confirmation	In some states which store DNA collection information within the state AFIS, our Mobile-Id application has been used to check if DNA information is on file for an individual, which can save agencies valuable time and money by avoiding redundant DNA collection.
Inmate Release and Movement	Some criminal justice agencies have used our Mobile -ID application for verifying inmate identities before release and during transport for scheduled courtroom visits. This has helped to ensure that the proper inmate is released and can serve as electronic inmate tracking for agencies.

5.7.2 Multiple Evolution Devices

The Evolution collection of devices is comprised of all-in-one tablets, handheld smartphone devices, as well as separate Mobile-ID devices connected to MDTs via Wi-Fi or Bluetooth. Evolutions include a patented light-emitting sensor with large fingerprint capture area ranging from FBI FAP-30 to FBI FAP-50 certification for optimal accuracy.

FBI CJIS Security Compliance

Secure Mobile Data Service (SMDS) from DataWorks Plus on all-in-one devices provides Mobile Device Management software, two factor authentication, and a customizable shell to ensure that your agency complies with the FBI CJIS Security Policy. Bundle Evolution 3 with DataWorks Plus-provided Verizon data plan for additional savings and ease of use (optional and dependent upon your agency's IT procedures and regulations.)

Multimodal Biometrics

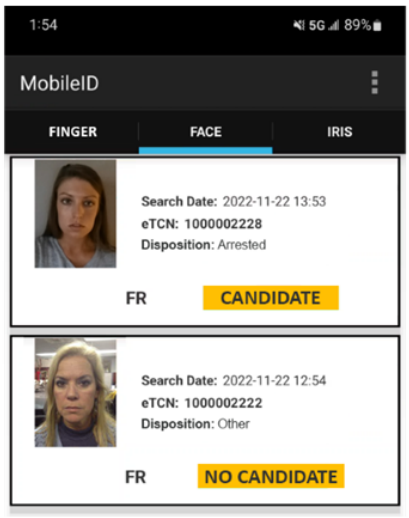
Evolution provides multimodal biometric identification by capturing fingerprints and/or irises and photos (for facial recognition), submitting to State or Federal databases, then returning hit results. Depending on which device you are using, detailed hit results are returned to the device and/or MDT.

Unmatched Flexibility and Functionality

Use Evolution to capture biometrics (fingerprints, photos, and/or irises), search multiple databases, then view hit/no hit results on the device or MDT / tablet / smart phone (depending upon device and configuration.) Responses are returned within a few minutes. In addition to Hit/No Hit statuses from local, statewide, and/or FBI searches, you will be able to view associated record data, including NCIC, state arrest history, mugshots (when on file), and wants/warrants, etc.

Fingerprint HIT Record

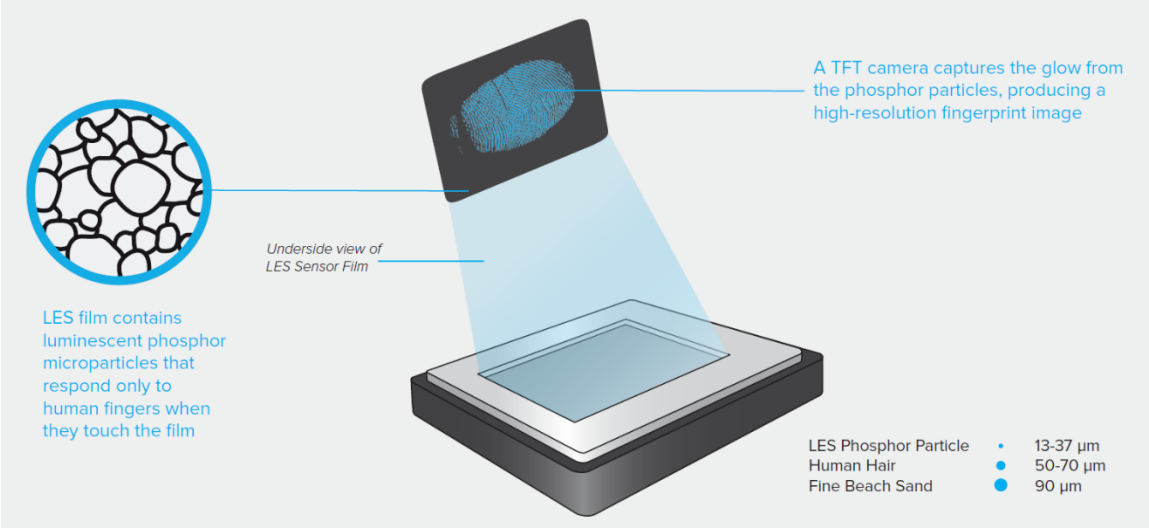
Sample screenshots from Evolution 3 devices



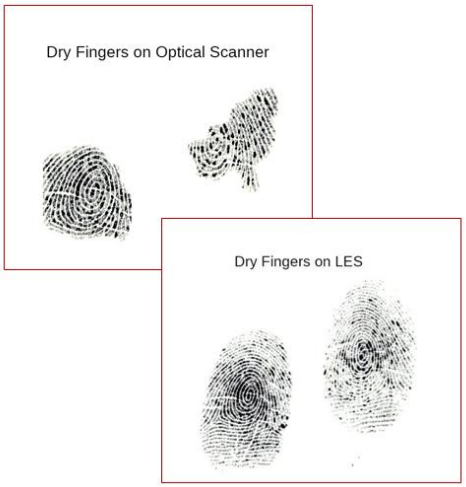
Facial Recognition Responses

5.7.2.1 FBI-Certified Fingerprint Sensor

All Evolution devices include embedded **Integrated Biometrics' scanners**, which deliver FBI-certified fingerprint images in the thinnest, most affordable, format available. The patented Integrated Biometrics' sensor uses electroluminescent (LES) film to create the fingerprint image. Dispersed within the film, at the nano-scale level, are particles that luminesce (give off light) in the presence of an electric field. When a finger is placed on the film, the live skin of the ridges of the fingerprint completes the low-level electric circuit, which causes the particles in the film to luminesce narrow wavelength light, producing a highly accurate, high-resolution analog image of the fingerprint. The LES fingerprint scanner provides accurate high-resolution scans in virtually any environment, including indirect or direct sunlight.



The scanner handles difficult-to-read fingerprints such as dry, wet, or dirty fingers.



Overview – Evolution 3, Evolution 4502, and Evolution 5004

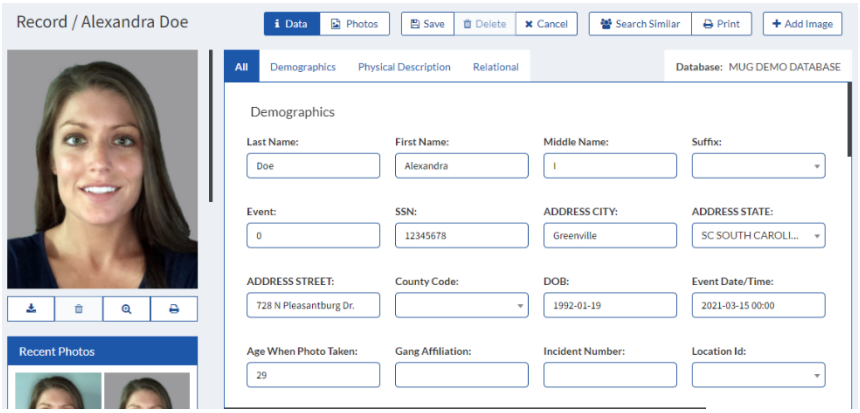
Following are additional specifications for the Evolution 3, Evolution 4502 and Evolution 5004 mobile ID devices.

	Evolution 3	Evolution 4502	Evolution 5004
Description	All-in-One Smartphone with integrated fingerprint scanner, photo capture, and/or iris capture (*S-Series only*)	Handheld fingerprint scanner (iris optional) paired with laptop, tablet or smartphone (wireless or wired/tethered)	Handheld fingerprint scanner (iris optional) paired with laptop, tablet or smartphone (wireless or wired/tethered)
Biometrics			
Fingerprint Capture	FAP-30	FAP-45	FAP-50
Sensing Area	.8" x 1"	1.6" x1.5"	3.2" x 2"
Fingerprint Capture Type	Single finger	2 finger slaps 1 fingerprint roll	1, 2, or 4 finger slaps, single finger rolls, tenprint
Connectivity	Cellular, Wi-Fi, Bluetooth	Wi-Fi or wired/tethered	Wi-Fi or wired/tethered
Operating System	Android	Wi-Fi communicates with iOS, Android, or Windows	Wi-Fi communicates with iOS, Android, or Windows
Weight	11.3 oz. + *	.55 lbs	1.2 lbs
Dimensions	*A-Series*: 9.04"x3.75"x 1.22" *S-Series:* 9.04"x3.75"x 1.39"	4.3'' x 3.2'' x 1.53''	6.3" x 3.85" x 1.3"
Additional Features	Barcode Scanner, Detailed results viewable on device, Rear dual iris capture (optional, S-Series) Can run additional apps	3 button keypad with LED indicators, Detailed results viewable on MDT/ smart phone/tablet any OS	3 button keypad with LED indicators, Detailed results viewable on MDT/smart phone/tablet any OS

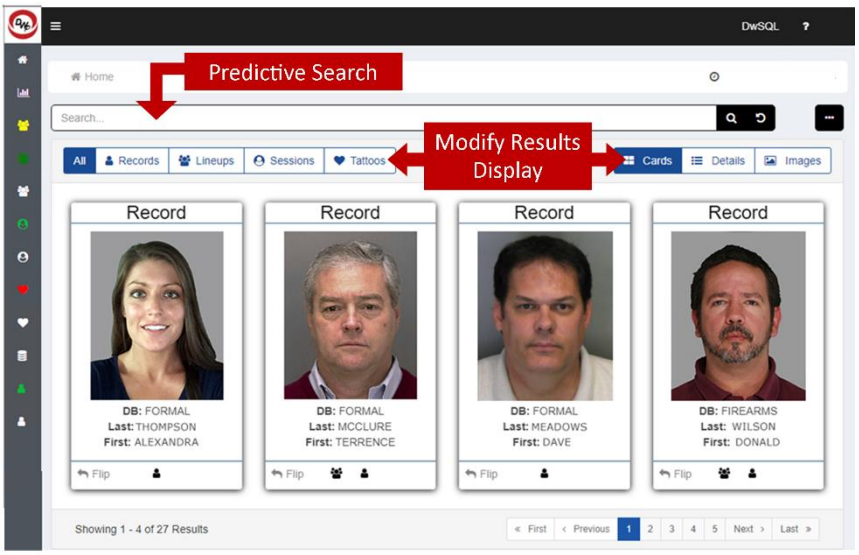
5.8 Digital PhotoManager - Mugshot Management w/ Lineup Creation and Witness Viewings

5.8.1 Capture & manage mugshots, property images, SMTs, & other images

Digital PhotoManager is an investigative mugshot and booking records management system that is used to collect, protect, manage, store, search and run reports for all of your mugshot data.

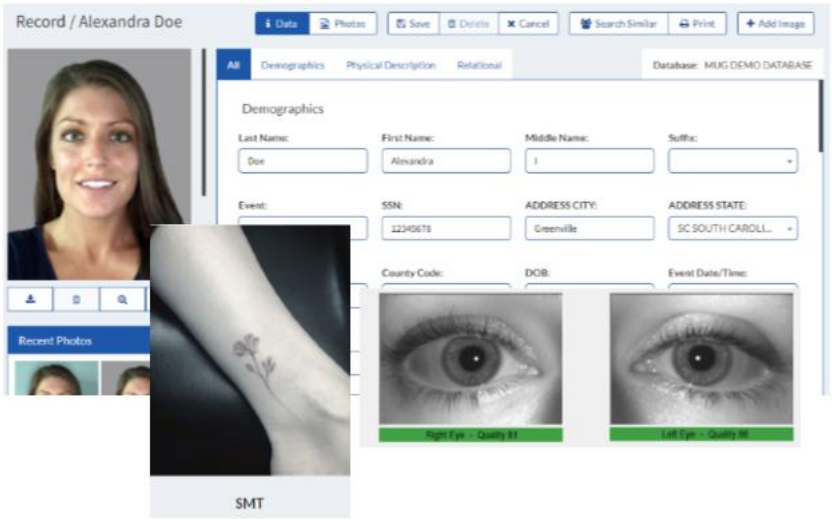


Authorized users can access the system from anywhere, using industry-standard browsers. The intuitive web graphical interface provides navigation icons, powerful search capabilities and a flexible display of records.



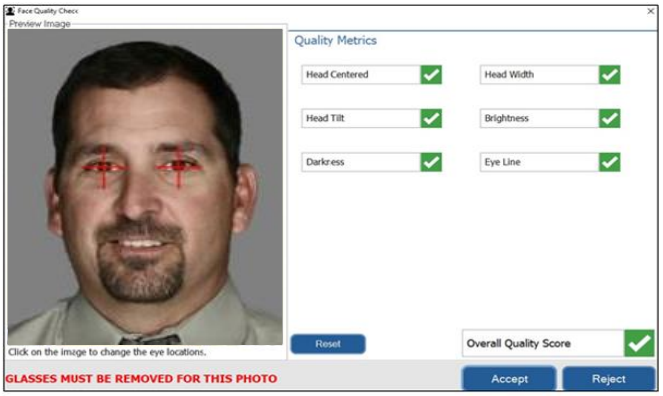
Booking Process

Fields and screens are customized according to your agency's specifications. Information can be imported from existing systems, such as JMS or RMS to avoid duplicate entry. **Expandable** —facial recognition, tattoos, iris, inmate wristbands & fingerprint capture can be added.



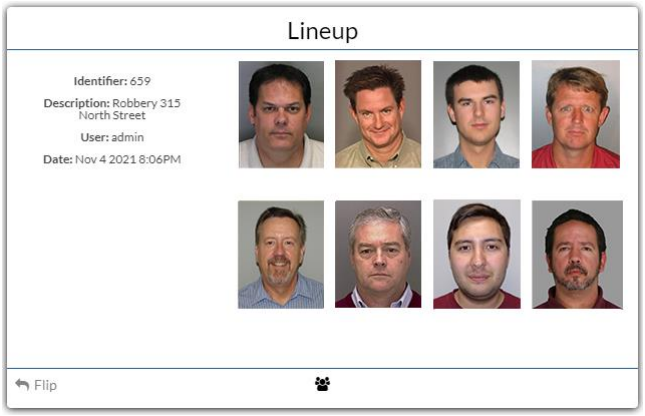
Face Find & Quality Metrics

Digital PhotoManager's "Face Find" feature will automatically locate the face and crop the image. Facial quality assurance ensures all images captured meet FBI, NIST, and your agency's standards.



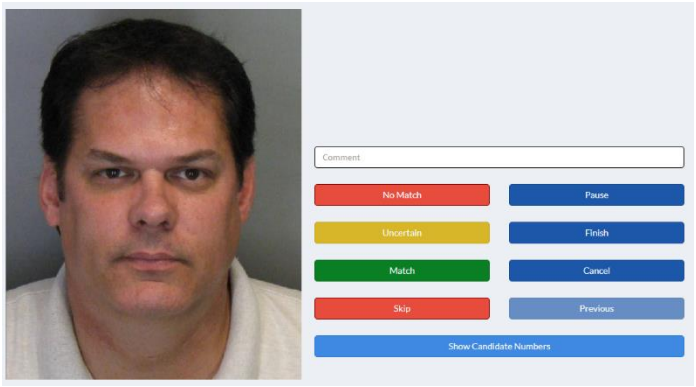
Full-Featured Lineup & Investigation Capability

Create and save groupings of images for lineups or investigations. Drag and drop, similar image search, candidate marking, randomization, etc.

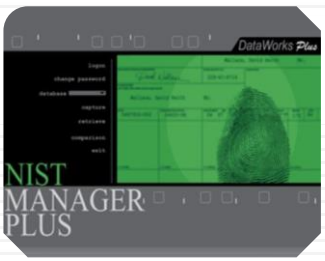


Witness Mode

Secure on-screen viewing of lineups can be presented to witnesses.



5.9 NIST GTM (Global Transaction Manager)



Secure, Electronic Fingerprint Archive Store and Forward System

NIST GTM (Global Transaction Manager)

- Implemented in 2004 – Years of successful implementations
- System Architecture/Platform that supports:
  - Store and forward to local, state or Federal Systems
  - Transaction Message Switch (livescan, mobile ID and more)
  - Designed to receive, validate, acknowledge, and forward all transactions submitted from various agencies and vendors
  - Database Replication and Distribution Functionality
  - Customized Workflows
  - Messaging and Error Handling
  - Manage all TOT's required for each customer
  - Customized Dash Boards for system status and Management

The NIST Global Transaction Manager (GTM) provides a transaction message switch for biometric transactions. It can also be configured to electronically store, forward, retrieve and print ten-print cards and all associated data. DataWorks Plus GTM seamlessly interfaces with your live scan systems and mobile ID devices.

The key features of the NIST GTM include:

- **Transaction Message Switch:** NIST GTM can provide message switch functionality to manage multiple biometric devices (livescan, MobileID, Face Recognition, etc..) with a single point connection to a state AFIS and/or RapidID/MobileID system. It contains an MS SQL database to manage multiple devices as well as manage authorized users.

- **Record Retrieval, Viewing, and Editing:** With DataWorks Plus NIST GTM, you can search by any combination of data fields within the system. Users can view any record's data,

ten-print image array, slap prints, palm prints, or individual rolled fingerprints. You can also view a record's mugshots and images or do side-by-side fingerprint comparison. Images can be magnified, cropped, or printed for easy viewing.

- **Web Enabled Data Sharing:** DataWorks Plus' Global Transaction Manager includes unlimited web client access to allow any PC on your agency's network with standard internet browsers to access NIST records and view transactions. Security features ensure that only authorized users are granted access and all user activity is logged in detail for administrators to review.

- **CJIS Compliant Security:** All data fields within the GTM software are customizable to match your agency's requirements. Each database can have its own security settings, users, role-based groups, and restricted access rules.

- **Electronic Storage:** Global Transaction Manager can be configured to store record data and images in both the primary NIST record database that contains records created at live scan booking, and in any additional databases that have been interfaced with the system. Records are stored in the FBI-approved WSQ format.

- **Print Capabilities:** GTM can easily print any data or images associated with your NIST records to a standard printer. You can also print standard agency, state, and FBI certified fingerprint cards if needed for special reasons.

- **Store and Forward to Local, State or Federal Systems:** GTM also serves as a secure Store and forward to state or local AFIS. The system is designed to receive, validate, acknowledge, and forward all transactions submitted from various agencies and vendors

- **Customized Workflows:** NIST GTM is versatile to support far more functionality than mere storage. DataWorks Plus can implement any or all of the following workflows for agency usage:
    - ***Investigative Fingerprint Comparison***
    - ***TOT Management and Transaction Reporting***
    - ***Custom Dashboards for Administrative Monitoring***

DataWorks Plus works with individual customers to meet the specific needs of the agency. We have been providing our NIST GTM since 2004 with numerous successful agency implementations. Examples of our NIST GTM customers include:

- **Chicago Police Department**
- **Columbus Police Department (OH)**
- **Country of New Zealand**
- **Florida Department of Corrections**

- **Florida Highway Patrol**
- **Georgia Bureau of Investigation (GBI)**
- **HIDTA (NY, NJ)**
- **Los Angeles County Sheriff's Office**
- **Michigan State Police**
- **Minnesota Bureau of Criminal Apprehension**
- **Nevada State Police**
- **New York State Police**
- **Pennsylvania JNET/CPIN**
- **Pinellas County Sheriff's Office**
- **San Diego County Sheriff's Department (CA)**
- **San Francisco Police Department & County (CA)**
- **South Carolina Pardon, Probation and Parole**
- **State of Alabama**
- **State of New York**

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

File Attachments for Item:

7. City Council Resolution No. 2025-152 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the voluntary cooperation mutual aid agreement between the City and the Florida Department of Law Enforcement in support of the Child Abduction Response Team (CART); making certain findings of fact in support of the City renewing said Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; recognizing the authority of the Chief of Police to execute to said renewal Agreement; directing the Mayor to execute and bind the City to said renewal Agreement; directing the Chief of Police to execute said renewal Agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
11-17-25

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: CART MOU RENEWAL

DEPT / OFFICE: Lake City Police Department

Originator:
Chief Gerald Butler

City Manager	Department Director	Date
Don Rosenthal	Chief Gerald Butler	10/16/25

Recommended Action:
Approve MOU Renewal with CART (Child Abduction Response Team)

Summary Explanation & Background:
Renewal of CART MOU. CART is a voluntary multi-jurisdictional law enforcement effort to rescue abducted children.

Alternatives:
Not to participate

Source of Funds:
NA

Financial Impact:
NA

Exhibits Attached:
CART MOU Renewal document
City Council Resolution 2020-141 (Approval of current CART MOU)

CM/rrp
10/17/2025

RESOLUTION NO 2025 – 152

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE RENEWAL OF THE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT IN SUPPORT OF THE CHILD ABDUCTION RESPONSE TEAM (CART); MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CHIEF OF POLICE TO EXECUTE TO SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") entered into an agreement with the Florida Department of Law Enforcement (the "Agency") to participate in that certain mutual aid agreement for a multi-jurisdictional effort to rescue abducted children known as the Child Abduction Response Team ("CART") pursuant to City Council resolution number 2020-141 (the "Agreement"); and

WHEREAS, the City and the Agency mutually desire to continue their participation with CART and renew the Agreement which is set to expire December 31, 2025; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the City has the authority under Section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

WHEREAS, the City Council finds renewing and extending the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Renewing the Agreement is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Renewal form

Susan Tuell

From: Jackson, John <JohnJackson@fdle.state.fl.us>
Sent: Wednesday, October 15, 2025 1:19 PM
To: Susan Tuell
Cc: Wilson, Dave; Riley, Craig
Subject: RE: CART MOU
Attachments: NFCART MOU 2025_Lake City PD.pdf

Good Afternoon!

Attached, please find the requested MOU. Please let us know if there are any questions.

Sincerely,

John M. Jackson
Senior Crime Intelligence Analyst
Electronic Surveillance Support Team (ESST)
Major Case Squad
Tallahassee Region Operations Center (TROC)
Florida Department of Law Enforcement (FDLE)
P.O. Box 1489, Tallahassee, FL 32302
Office: (850) 410-7594
Mobile: (850) 508-3836
Fax: (850) 410-7440
johnjackson@fdle.state.fl.us

From: Wilson, Dave <DaveWilson@fdle.state.fl.us>
Sent: Tuesday, October 14, 2025 6:23 PM
To: Jackson, John <JohnJackson@fdle.state.fl.us>
Subject: Fw: CART MOU

John,

When convenient can you possibly send a new MOU to Sue at LCPD? There's is due to expire at the end of the year.

Thanks!
Dave

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone
Get Outlook for Android

From: Susan Tuell <tuells@LCFLAPD.COM>
Sent: Tuesday, October 14, 2025 3:30:57 PM

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM A TALLAHASSEE REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

EXHIBIT

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Gadsden, Liberty, Franklin, Wakulla, Leon, Jefferson, Madison, Taylor, Hamilton, Suwanee, Lafayette, Dixie, and Columbia.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statues, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

EXHIBIT

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

EXHIBIT

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

EXHIBIT

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

EXHIBIT

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2028, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

EXHIBIT

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE TALLAHASSEE REGIONAL OPERATIONS CENTER ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Florida Department of Law Enforcement (FDLE):

_____

J. Mark Glass
Executive Director, Florida Department of Law Enforcement

_____

Date

EXHIBIT

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE TALLAHASSEE REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Lake City Police Department:

_____

Gerald Butler
Chief of Police

_____

Date of Execution

EXHIBIT

File Attachments for Item:

8. City Council Resolution No. 2025-153 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Fourteen (14) pursuant to the continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide a risk and resilience assessment update for the City's potable water system; providing for a cost not to exceed $39,900; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Task Assignment for ERP Update

DEPT / OFFICE: Utilities / Water Treatment Plant

Originator:
Michael L. Osborn

City Manager	Department Director	Date
Don Rosenthal	Steve Brown	10/22/25

Recommended Action:
Council approve task for Jones Edmunds to provide an Emergency Response Plan Update

Summary Explanation & Background:

U.S. EPA has launched the second round of America's Water Infrastructure Act (AWIA) Section 2013 / Safe Drinking Water Act (SDWA) section 1433, which requires community drinking water systems (CWSs) serving more than 3,300 people to update risk and resilience assessments (RRAs) and emergency response plans (ERPs) every five years.

The Price Creek Water Treatment Plant (WTP) is looking to start this process to complete these requirements within the required timelines. The first part is the (RRA) which was completed in Sept 2025. Now we are looking to finish the (ERP) which is covered with this Scope of Service.

Alternatives:
None

Source of Funds:
410.72.536-030.31

Financial Impact:
$39,900.00 this money was budgeted and is available for use in the WTP budget.

Exhibits Attached:
1) Jones Edmunds Scope of Service

SCOPE OF SERVICES

JonesEdmunds

UTILITY EMERGENCY RESPONSE PLAN UPDATE

PREPARED FOR: Michael L. Osborn, Jr., CSM, CPM, DW "A"
Director of Water Treatment
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: October 20, 2025

SUBJECT: AWIA ERP Update – Scope and Fee

PROJECT BACKGROUND

In compliance with the requirements of America's Water Infrastructure Act of 2018 (AWIA), Jones Edmunds assisted the City of Lake City (City) in developing a Risk and Resilience Assessment (RRA) for its potable water system. The final RRA was certified to the Administrator of the U.S. Environmental Protection Agency (EPA) in compliance with the AWIA June 30, 2021 requirement. The RRA culminated with the development of an Implementation Plan for capital and operational needs for risk and resilience management of the water system.

In addition, in accordance with the requirements of AWIA, Jones Edmunds subsequently assisted Lake City in updating its Emergency Response Plan (ERP). The ERP was updated to include elements related to improving the resiliency of the water system, as well as response measures in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water. The ERP was certified to the EPA in compliance with the AWIA December 31, 2021 requirement.

AWIA requires each community water system to then review its RRA at least once every five years to determine if it should be revised. Upon completion of such a review, the system must submit to the EPA a certification that it has reviewed its RRA and revised it, if applicable. In addition, each community water system must review and, if necessary, revise its ERP at least once every five years after the system completes the required review of its RRA. The ERP must incorporate any revisions to the RRA. Upon completion of such a review, but not later than six months after certifying the RRA, the system must submit to the EPA a certification that it has reviewed its ERP and revised it as well, if applicable. The deadlines for submitting certifications for the RRA and ERP reviews/updates are June 30, 2026, and December 31, 2026, respectively.

Jones Edmunds recently assisted the City in updating its RRA. This work will allow the City to certify the final Updated RRA to the Administrator of the U.S. Environmental Protection Agency (EPA) in compliance with the AWIA June 30, 2026, requirements.

In follow-up, the City has requested Jones Edmunds' assistance in updating its ERP. The ERP must contain the following elements:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The City's ERP has been developed based on existing emergency plans such as the Hurricane Plan but is required to include response protocols for any type of emergency or event identified as a threat in the RRA. The format for the ERP is based on industry standards including the Federal Emergency Management Agency Comprehensive Preparedness Guide (CPG 101) and the American Water Works Association guidance M19 Emergency Planning for Water and Wastewater Utilities.

As part of these efforts, the City wants to proactively comply with an additional regulatory requirement that applies to the City's water treatment facility. The new regulation requires certain facilities to develop facility response plans for a worse-case discharge of Clean Water Act (CWA) hazardous substances, or threat of such a discharge. A worst-case discharge is the largest foreseeable discharge in adverse weather conditions, including extreme weather conditions due to climate change. Facilities subject to the rule are required to prepare response plans in the event of worst-case discharges, or threat of such discharges, and submit them to EPA.

The facility response plan requirements apply to facilities that could reasonably be expected to cause substantial harm to the environment, based on their location. These include facilities with a maximum onsite quantity of a CWA hazardous substance that meets or exceeds threshold quantities, located within a 0.5-mile radius of navigable water or conveyance to navigable water, and that meets one or more substantial harm criteria. Regulated facilities are required to submit response plans to EPA by May 28, 2027.

SCOPE OF SERVICES

EMERGENCY RESPONSE PLAN UPDATE

TASK 1 – KICKOFF MEETING AND EXISTING ERP AND DOCUMENT REVIEW

Kickoff Meeting: During the kickoff meeting the CONSULTANT and CITY staff will establish the goals, expectations and metrics, and project logistics for Phase 2; identify appropriate members for the CITY's ERP Team (which may include representatives from outside agencies such as City/County emergency management, police, fire, HAZMAT, Department of Environmental Protection, and others related to emergency response); review threats from the risk assessment and mitigation measures which may include development of incident specific response plan; discuss utility background/history in emergencies and emergency exercises; identify documents to fit under the ERP umbrella for ease of use and update; and discuss industry standards for ERP, specific information for the ERP document, and submit a data request list. Particular focus will be placed on the impact to the ERP of the updates to the RRA.

In addition, specific discussion will be held regarding CWA hazardous substances stored at the WTP that meet or exceed threshold quantities, located within a 0.5-mile radius of navigable water or conveyance to navigable water, and that meets one or more substantial harm criteria.

Data Collection and Review: CONSULTANT will review the documents provided by the CITY to identify data gaps and assist in collecting other local, regional, and state resources to supplement the CITY's information. This includes the CITY's related plans and response procedures such as the following documents:

- Existing Emergency Response Plan,
- Emergency planning/response policies and procedures,
- Training and exercise plans,
- Equipment lists,
- Community emergency operations plans,
- Mutual aid agreements, and
- Emergency Communications Plan.

Deliverables: CONSULTANT will prepare an agenda, meeting materials, and meeting minutes for distribution to the CITY staff as documentation of proceedings. Electronic copies of the meeting minutes will be provided within two weeks of the meeting completion. A draft table of contents for the ERP document will be submitted for this task.

TASK 2 – STAFF INTERVIEWS, ACTION CHECKLISTS, AND WORKSHOP 1

CONSULTANT will conduct staff interviews to develop and update the Utility's Incident Management Team (IMT) and Emergency Action Levels (EALs). During Workshop 1, CONSULTANT and CITY's ERP Team will designate the incident management team, including identifying three people for each role. The CONSULTANT and ERP Team will develop and discuss incident action checklists (IACs) for threats/hazards identified in the RRA process as relevant to the CITY. These checklists may include actions for mitigation, preparedness,

response, and recovery phases of an emergency. Up to 8 IACs will be developed based on the threats identified in the Updated RRA.

Deliverables: CONSULTANT will prepare an agenda, meeting materials, and meeting minutes for distribution to CITY staff as documentation of the preceding. Electronic copies of the meeting minutes will be provided within two weeks of each workshop completion. The IACs will be included in the draft ERP.

TASK 3 – DRAFT AND FINAL ERP UPDATE AND WORKSHOP 2

CONSULTANT will develop the draft ERP Update using guidance from USEPA, AWWA, FEMA, and the National Incident Management System/Incident Command System (NIMS/ICS) and data collected during site visits and interviews. CONSULTANT will include information from the existing CITY emergency response plan for the water system and append these to the updated ERP. The draft update is expected to include updates to the following components.

- Site Specific Information
- Roles and Responsibilities
- Core and Incident Specific Response Plans
- Communication Procedures
- Mitigation Strategies
- Training

Additionally, in compliance with Clean Water Act (CWA) hazardous substances regulations, response plans will be included to address worse-case discharges of chemicals stored at the WTP in quantities above the CWA threshold quantities. It is anticipated that this will include sodium hypochlorite.

The Draft ERP Update will be reviewed during Workshop 2 with the CITY ERP Team. CONSULTANT and CITY staff will discuss the CITY's comments and address data gaps (if any) to refine the ERP contents, communication protocols, and contact list. CONSULTANT and CITY staff will also determine the access rights for each incident-specific response procedure for CITY staff. CONSULTANT will update the draft ERP document and issue a final copy to the City.

Deliverables: The draft report will be delivered electronically for the City review. Up to 5 hard copies (available upon request) and an electronic version of the Final ERP Update will be submitted to the City Project Manager.

ASSUMPTIONS

- The CITY is responsible for coordinating with all CITY staff and personnel who should be involved in the assessment including non-utility staff (such as from police or fire departments).
- It is assumed that up to 8 City employees will attend 2, one-hour workshops.
- CONSULTANT will provide up to 3 attendees during the workshops, interviews, and meetings.
- Existing documents will be provided by the CITY in electronic files which can be used in the ERP. If needed, CONSULTANT will review sensitive documents in the CITY's office.
- If CITY specific documents are not available for update, the CONSULTANT will use industry-standard incident action checklists for natural hazards and emergency response plans for drinking water systems.
- The CITY will provide an updated contact list for incorporation into the updated ERP.
- CONSULTANT's role is to facilitate and document the process. All decisions will be made by the CITY. As a result, the ERP is not a signed-and-sealed document.
- The CITY will submit the required certifications by letter, email, or electronic submission to the EPA Administrator, following completion of the ERP.

SCHEDULE

The City's ERP certification must be completed by December 30, 2026. Jones Edmunds estimates that this project can be completed in 3 months following Notice to Proceed. A detailed Project Schedule with milestone deliverables and proposed meetings and workshops will be submitted to the City following the kickoff meeting.

COMPENSATION

Jones Edmunds proposes to complete the Scope of Services outlined above for a not-to-exceed lump-sum fee of $39,900. Services will be billed monthly on a percent-complete basis by Task. The table below provides the breakdown of the Task Fees.

Tasks	Fee
Task 1: Kickoff Meeting and Existing ERP and Document Review	$9,200
Task 2: Staff Interviews, Action Checklists and Workshop 1	$9,900
Task 3: Draft and Final ERP and Workshop 2	$20,800
Total	**$39,900**

CM/rrp
10/22/2025

RESOLUTION NO 2025 – 153

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOURTEEN (14) PURSUANT TO THE CONTINUING CONTRACT WITH JONES EDMUNDS AND ASSOCIATES, INC, A FLORIDA CORPORATION, TO PROVIDE A RISK AND RESILIENCE ASSESSMENT UPDATE FOR THE CITY'S POTABLE WATER SYSTEM; PROVIDING FOR A COST NOT TO EXCEED $39,900; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council Resolution No. 2008-006 the City of Lake City, Florida ("the "City") and Jones Edmunds and Associates, Inc., a Florida corporation, (the "Vendor") entered into that certain continuing contract for engineering services (the "Continuing Contract"); and

WHEREAS, the U.S. Environmental Protection Agency has launched the second round of the America's Water Infrastructure Act and the Safe Drinking Water Act, which requires certain community drinking water systems to update risk and resilience assessments, and emergency response plans every five years; and

WHEREAS, the Price Creek Water Treatment Plant desires to complete these requirements within the required timeline; and

WHEREAS, the Vendor shall provide engineering services (the "Services") by providing a risk and resilience assessment and an emergency response plan at the Price Creek Water Treatment Plant (the "Project"); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number Fourteen (14) as set forth in Vendor's proposal (the "Proposal"), a copy of which is attached as an Exhibit hereto; and

WHEREAS, entering into an agreement between the City and the Vendor for the scope of work set forth in the Proposal attached hereto (the "Agreement") pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; now therefore

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and

2. In furtherance thereof, an Agreement containing the material terms of the Proposal and the Continuing Contract should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

TASK ASSIGNMENT NUMBER FOURTEEN
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES EDMUNDS AND ASSOCIATES, INC, A FLORIDA CORPORATION, TO PROVIDE A RISK AND RESILIENCE ASSESSMENT UPDATE FOR THE CITY'S POTABLE WATER SYSTEM

THIS TASK ASSIGNMENT NUMBER FOURTEEN made and entered into this ____ day of November 2025, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Jones Edmunds and Associates, Inc., a Florida corporation (hereinafter the "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for engineering assessments, project development, design, permitting, construction monitoring, and other related services as authorized by City Council Resolution No. 2008-006; and

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment; and

C. The City is in need of engineering services to provide a risk and resilience assessment and an emergency response plan at the Price Creek Water Treatment Plant; and

D. The City desires to enter into this Task Assignment Number Fourteen with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Fourteen.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated October 20,2025, received by the City from the Consultant consisting of a total of five (5) pages and attached hereto as an Exhibit and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay no more than $59,975.00 that is available for use in the WTP budget.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task

Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Thirteen shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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

CITY OF LAKE CITY, FLORIDA

By:_____
Noah E. Walker, Mayor

ATTEST:

By:_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:_____
Clay Martin, City Attorney

JONES EDMUNDS & ASSOCIATES, INC.

By: _____
Its :_____

File Attachments for Item:

9. City Council Resolution No. 2025-160 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Florida Department of State, Division of Historical Resources, for administration of grant funds for the restoration and maintenance of the Wilson Street Cemetery; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
11/17/2025

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Wilson Street Cemetery Historic Preservation Grant

DEPT / OFFICE: Procurement

Originator: Angel Bryant

City Manager	Department Director:	Date
Don Rosenthal	Brenda Karr	11/13/2025

Recommended Action: Request Approval to accept funds from the Florida Department of State, Division of Historical Resources for the administration of $50,000.00 for the restoration and maintenance of Wilson street cemetery.

Summary Explanation & Background: The Abandoned African-American Cemeteries Grant is a state historic preservation grant program administered by the Florida Department of State's Division of Historical Resources. Its purpose is to help communities identify, protect, and preserve abandoned African-American cemeteries through competitive grants. Eligible "cemetery protection" projects for local governments like the City of Lake City can include repairing and restoring grave markers and funerary features; removing damaging vegetation; installing fencing, lighting, and security; developing preservation and management plans; and adding interpretive signage and markers for unmarked burials, all in line with national historic preservation standards. This grant was applied for the City by Gateway Grant Writing.

Alternatives: Not Accept funds.

Source of Funds: No matching required.

Financial Impact: None.

Exhibits Attached: Grant Application

City of Lake City, FL

Project Title: Wilson Street Cemetery
Grant Number: 26.h.ac.100.136
Date Submitted: Friday, December 6, 2024
Request Amount: $50,000.00

A. Organization Information Page 1 of 9

Applicant Information

a. Organization Name: City of Lake City, FL
b. FEID: 59-6000052
c. Phone number (with extension if applicable): 386.752.2031
d. Principal Address: 205 N Marion Ave Lake City, 32055
e. Mailing Address: 205 N Marion Ave Lake City, 32055
f. Website: https://www.lcfla.com/
g. Organization Type: Municipal Government
h. Organization Category: Government: Other
i. County: Columbia
j. Fiscal Year End Date: 09/30

Designated Project Contact *

First Name
Shannon

Last Name
Williams

Phone 386.292.1410
Email swilliams@gatewaygrants.net

Authorized Official *

First Name
Demetrius

Last Name
Johnson

Phone 386.719.5816
Email johnsond@lcfla.com

Applicant Grant Experience and History

Has the applicant organization received previous grant assistance within the past five years from any source? *

○ Yes
◉ No

If yes, for the most recent grants (up to 20), specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Division or other State grants.

#	Previous Grant Year	Previous Grant Number.	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount	Open/Closed

Has the applicant applied for additional grant assistance from other State or Federal funding sources, including from other divisions of the Department of State, for the same Scope of Work activities within the same fiscal year?

- ○ Yes
- ◉ No

If yes, for the most recent grants (up to 20), application specify the grant project name, the granting entity, the grant program, the grant request amount, date of application, and its current status

#	Grant Project Name	Granting Entity	Grant Program	Grant Request Amount	Date of Application	Current Status

Proposed Project Team *

#	Name	Project Role Title	Email	Phone/Ext.
1	Shannon Williams	Grant Administrator	swilliams@gatewaygrants.net	3862921410
2	Demetrius Johnson	Project Manager	johnsond@lcfla.com	386.719.5816.____

Applicant staffing and hours *

Select the option that best describes your organization.

- ◉ Organization is open at least 40 hours per week and has at least one paid staff member in a management position
- ○ Organization has some paid staff but they are not full-time
- ○ Organization is open part-time and has volunteer staff

Applicant Financial Resources - (Maximum characters 5000)

Describe the organization's access to financial resources to cover any costs exceeding the grant request or to carry project costs between payments from the Division (should the project be funded).

The City of Lake City has demonstrated a strong commitment to preserving its historical and cultural assets, including the Wilson Street Cemetery. The City has access to a variety of financial resources to ensure the successful completion of the proposed project, even if costs exceed the grant request or if interim funding is needed between payments from the Division.

The City maintains an established budget for public works and historical preservation initiatives, which includes dedicated contingency funds for unforeseen project costs. Additionally, the City has a history of leveraging its General Fund to support critical community projects, ensuring financial stability and flexibility. Partnerships with local organizations, community groups, and private donors provide supplementary funding opportunities for special projects.

The City has a proven track record of effectively managing state and federal grants, including the ability to provide bridge funding to cover costs incurred before grant reimbursements are received. With a sound financial management system and strong fiscal policies in place, the City is fully prepared to manage the financial responsibilities of this project and ensure its timely and successful completion.

B. Project Information Page 2 of 9

Project Type *

Select the project type for which grant funds are requested. If you are unsure of which type to select, please refer to the definition beneath each project type.

○ Cemetery Research

Projects for the purpose of conducting genealogical and historical research necessary to identify and contact the relatives and descendants of persons buried in abandoned African-American cemeteries. Cemetery Research projects do not fund archaeological fieldwork or comprehensive field surveys of geographic areas whose goal is to locate and identify abandoned cemeteries. Cemetery Research projects are only awarded to Research Institutions, colleges, universities, and nonprofit organizations.

◉ Cemetery Protection

Projects for the purposes of repairing, restoring, and maintaining abandoned African-American cemeteries. This includes: planning to guide the long term preservation of the Cemetery, including existing conditions assessments, architectural or engineering drawings and construction documents, and management plans; the restoration of historic funerary resources and the in-kind replacement of resources that cannot be repaired; the removal of vegetation that negatively impacts the historic resources; erosion control and fill for the purposes of leveling sunken graves; installation of appropriate security features including lighting or fencing; installation of limited interpretive signage; and the marking of unmarked remains, all in a manner that is approved by the Division and consistent with the Secretary of the Interior's Standards for Historic Preservation. This does not include archaeological fieldwork, other than remote sensing techniques such as ground penetrating radar and magnetometry performed by a professional archaeologist to determine the boundaries of the cemetery or location of interments for planning purposes. Cemetery Protection projects are only awarded to local government entities and nonprofit organizations.

Project Title and Location Information *

The title should reflect the name of the property, site, area and/or the goals of the proposed project. The title should be consistent with previous applications/awards. Upload in the Support Materials section of this application any available documentation regarding the location of the Cemetery, which may include Florida Master Site File forms, property records, surveys, and other historical or archival materials.

Project Title
Wilson Street Cemetery

Name of Cemetery (if known)

Location Description (closest address or directions)
The abandoned cemetery on Wilson Street in Lake City, FL is very accessible from Wilson Street, a rsidential well maintained street. The closest address to the cemetery is 644 NW WILSON ST LAKE CITY, FL 32055

Nearest City/Town/Area
Lake City, FL

County **Columbia**

Parcel ID (from county property appraiser records)*
00-00-00-11248-000

GPS Coordinates (if known)
30.19701671455574, -82.64582506536391

C. Cemetery Information Page 3 of 9

Property Ownership (for site-specific projects).

Enter name of the Property Owner of the parcel where the Cemetery is located (and choose the appropriate owner type). For projects that require physical access to the Cemetery, if the applicant is not the legal owner of the property, the applicant must secure Property Owner concurrence or have the right to maintain the cemetery pursuant to Section 704.08, Florida Statutes, which shall be documented by a court order, or a notification to the Department of Financial Services in accordance with 497.284, Florida Statutes (see II.B.7 of the program guidelines for additional information on owner concurrence requirements). The applicant shall upload in the Support Materials section of this application a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding, or documentation of the right to maintain the cemetery, as applicable. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter attached to the application.

Does your organization own the property?

- ○ Yes
- ◉ No

Property Owner (if not the applicant organization)

Type of Ownership

- ○ Non-Profit Organization
- ○ Private Individual or For-Profit Entity
- ○ Governmental Agency
- ◉ Unknown Owner/No Extant Owner

Is the Cemetery that is the subject of this grant licensed under Chapter 497, Florida Statutes? (Note that licensed cemeteries are not eligible for this program)

- ○ Yes
- ◉ No

Did the majority of burials within the cemetery occur at least 50 years ago? (Note that any cemetery where a majority of the burials are not at least 50 years old is not eligible for this program)

- ◉ Yes
- ○ No

Provide the date of the latest known burial. (Note that any cemetery with a burial less than ten years ago is not eligible for this program)* **11/3/1974**

Physical Context of the Cemetery (Maximum characters 1500) *

Describe the physical context of the Cemetery. Some questions to consider include: What is the existing condition of the Cemetery? Is it in a rural or urban environment? Is it on private or publicly owned land?

The cemetery on Wilson Street is located right in the heart of Lake City, FL, and in the middle of a predominantly African-American community. It is a fairly clear, open field. The cemetery is adjacent to the CSX railroad.

The ground is constantly vibrating due to passing trains and we suspect this is why a few monuments have fallen over time. It is well-kept by inmate labor. The inmates can be seen cleaning this cemetery about 4 times a year and mowing the grass every two weeks.

We've counted around 30 marked grave sites but we suspect there are several unmarked sites due to the indentations in the ground. Each member researched on Ancestry.com is of African-American descent.

Provide the estimated total square footage or acreage of the Cemetery.

60,062

Provide the number of known burials?

30

Provide the date of the earliest known burial? * 3/28/1884

Local Protection Level(s) *

☑ **None**

D. Historical and Cultural Significance

Historical Designation *

Indicate the type of historical designation currently held by the Cemetery or the property where the Cemetery is located, if any. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division's National Register Staff at 1.800.847.7278 or 850.245.6300

Type of Historical Designation *

☑ No Historical Designation

Historical Designation details

#	Property Name	Date Designated

Enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

Historical and Cultural Significance

Describe the historical and cultural significance of the Cemetery. (Maximum characters 1500)

Provide a brief summary of the history of the cemetery. Include available information on the Cemetery's burials, cultural context, distinctive features, association with historic eras or events, and any other relevant information on the Cemetery's historic and cultural significance.

This abandoned African-American cemetery as well as others holds immense historical and cultural significance for several reasons:

Historical Record: These cemeteries often serve as important historical records of African-American communities' existence and contributions. Many were established during times of segregation when African Americans were denied access to predominantly white cemeteries. They provide tangible evidence of the presence and struggles of African Americans in the past.

Cultural Heritage: Abandoned African American cemeteries are repositories of cultural heritage. They often contain unique burial practices, grave markers, and rituals that reflect the African roots and traditions that have persisted through generations. These cemeteries can offer insights into how African-American communities maintained their distinct cultural identity.

Preservation Efforts: In recent years, there has been a growing awareness of the need to preserve and restore abandoned African-American cemeteries. Many organizations and individuals are working tirelessly to reclaim and restore these burial grounds, recognizing their historical and cultural value.

Educational Opportunities: These cemeteries can be valuable educational resources. They offer opportunities to learn about African American history, culture, and the enduring legacy of slavery, segregation, and discrimination. They can also serve as sites for community education and outreach.

Describe the Cemetery's relationship with the history of African Americans in Florida and its present value to the African-American community. (Maximum characters 1500)

This cemetery is so important to the community and neighborhood in which it anchors. I have walked passed this cemetery as a child for years on my way to the bus stop along with hundreds of other children. The cemetery was always respected although we didn't know anyone there. The community is now very engaged in restoring the cemetery having not known that African Americans were living and being buried in the community as far back as the early 1800s. The interred members are still being research and we do not currently know what impact they may have had on this area just yet.

E. Project Specifics Page 5 of 9

Professional Services

All grantees are required to use the services of qualified professionals in order to carry out the scope of work of their projects.

Funding professional services (Select all that apply)*

☑ **Professional services will be hired using grant funds or match (make sure to include those services in your scope of work and budget).**
☑ **Applicant will use the services of its existing professional staff (make sure to include them in the project team questions and attachments).**

If no professionals are projected to be hired, explain why. (Maximum characters 500)

Scope of Work - (Maximum characters 5000.)

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested.

Site Assessment and Documentation: Conduct a thorough assessment of the cemetery's current condition, including overgrown vegetation, damaged graves, and vandalism.

Ground Penetrating Radar (GPR): a non-invasive geophysical technique that uses radar pulses to image what lies beneath the surface to detect disturbances in the soil that may indicate the presence of graves, even if there are no visible markers.

Clearing and Vegetation Management: Remove overgrown vegetation, debris, and invasive species from the cemetery grounds; Prune or remove trees that may pose a risk to the cemetery's integrity.

Grave Restoration: Repair and restore damaged grave markers, headstones, and monuments. Straighten and stabilize leaning or tilting grave markers. Replace missing or broken markers, if possible.

Fencing: Install or repair boundary fencing and gates to secure the cemetery and protect it from vandalism and unauthorized access.

Design of limited interpretive signage: Develop signage or plaques to provide historical context and information about the cemetery's significance. The information is currently being gathered and verified about the cemetery site. We expect to install 6 signs with material sturdy enough to endure the sun and inclement weather. Maybe something in stone to match the stones in the cemetery.

Tentative Project Timeline *

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. Projects should be completed within 12 months.

#	Work Item	Starting Date	Ending Date
1	Ground penetrating radar	7/1/2025	7/15/2025
2	Land clearing	7/16/2025	7/31/2025
3	Fence installation	9/1/2025	9/2/2025
4	Repair/Replace head stones	7/16/2025	8/31/2025
5	Design of Interpretive Signage	7/1/2025	8/1/2025
6	Installation of interpretive signage	8/15/2025	9/1/2025

Cemetery Protection Projects *

Provide measurable quantities for each work item listed in the Scope of Work (e.g., number of headstones/funerary object to be restored, linear feet of security fencing, etc.):* (Example: repair 15 grave

420

markers):

Repair 10 known grave headstones

Ground penetrating RADAR for the entire 1.35 acre of cemetery

Install 1000 LF of fencing

Clear underbrush vegetation along the perimeter of the cemetery

Install 6 interpretive signs

Need for Project (Maximum characters 1500.)

Discuss the need for the proposed project or activity, including any existing or potential threats of loss or damage to the Cemetery or to the genealogical and historical information associated with it. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

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1. Historical Significance: African American cemeteries are invaluable repositories of history. They offer insights into the lives of those who, in many cases, were marginalized and overlooked in historical narratives. Preserving these cemeteries allows for a more inclusive understanding of history, ensuring that the contributions and experiences of African Americans are recognized and remembered.

2. Cultural Heritage: These cemeteries are not just final resting places; they are also cultural landmarks. They hold traditions, art, and symbols unique to African American heritage. Protecting them helps maintain the cultural diversity of the landscape, offering future generations a tangible connection to their ancestry and heritage.

3. Educational Value: These cemeteries can serve as powerful educational tools. They provide real-life contexts for understanding the African American experience, including the legacies of slavery, segregation, and the civil rights movement

4. Community Engagement and Healing: The protection and restoration of these cemeteries can be a catalyst for community engagement and healing.

In conclusion, the protection of abandoned African-American cemeteries is a multifaceted issue. It is not just about preserving the past; it's also about respecting and acknowledging the contributions of African Americans, correcting historical oversights, and promoting social justice and community engagement. By protecting these sites, we honor our collective history and ensure that the stories and lives of those buried there are not forgotten.

Care and Maintenance (Maximum characters 500)

Describe any plans for the long-term care and maintenance of the Cemetery.

Maintenance and Long-Term Care: We will establish a maintenance plan that outlines regular upkeep tasks, such as grass cutting, weed control, and marker maintenance and develop a strategy for fundraising and ongoing financial support to sustain the cemetery's maintenance.

F. Budget Page 6 of 9

Project Budget *

Grant Funds *

List the work items with their associated estimated expenses. Only include expenses that are specifically related to the project. If professional services are to be paid with grant funds, include those costs as a separate item in the budget. Refer to the program Guidelines for examples of non-allowable expenses (available at dos.myflorida.com/historical/grants). No match is required for this program, but voluntary match (cash or in-kind) available for the project may be indicated in the budget table.

Round amounts to the nearest dollar. Rows must have a value or the row will not be saved.

#	Work Item	Grant Funds	Cash Match	In-Kind Match	Total
1	Ground penetrating radar services	$10,000	$0	$0	$10,000
2	Land clearing	$3,000	$0	$0	$3,000
3	Repair/Repace head stones	$20,000	$0	$0	$20,000
4	Install fence	$6,000	$0	$0	$6,000
5	Grant Administration	$2,500	$0	$0	$2,500
6	Design of limited interpretive signage	$3,500	$0	$0	$3,500
7	Purchase & Installation of of limited interpretive signage	$5,000	$0	$0	$5,000
	Totals:	**$50,000**	**$0**	**$0**	**$50,000**

Grant Funds Requested:

$50,000

Voluntary Match:

Project Total Budget:

$50,000

Additional Budget Information/Clarification (Maximum characters 500)

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project. If voluntary match is included in the budget, explain the source of the match and upload match documentation to Optional Materials in the Support Materials section of this application.

Design of limited interpretive signage

Develop signage or plaques to provide historical context and information about the cemetery's significance.

Completed Project Activities

#	Activity Description	Date Completed	Cost Value

Operating Forecast. - (Maximum characters 500.)

Describe source(s) of funding for necessary maintenance, program support and/or additional expenses warranted to sustain the proposed project after the grant period.

We will establish a maintenance plan that outlines regular upkeep tasks, such as grass cutting, weed control, and marker maintenance and develop a strategy for fundraising and ongoing financial support to sustain the cemetery's maintenance. We plan to take the many identified abandoned African-American cemeteries and turn them over to a non-profit to maintain with the help of the city, county and inmate labor.

G. Impact Page 7 of 9

Accessibility (Maximum characters 1500)

How publicly accessible is the cemetery or how accessible will the research be to the general public?

The cemetery is fully accessible by public roads. All information gathered on the history of the cemetery and the ones interred there will compiled in a binder and also placed in a digital media format and donated to the two local libraries in the vicinity. We would urge the librarians not to allow anyone to remove the items from the library but to use the documents there so everyone can have access to them. We would also publish the information online with the non-profit slated to provide the research.

Educational Benefits and Public Awareness - (Maximum characters 1500.)

Explain the educational potential of the proposed project relating to issues of abandoned African-American cemeteries, preservation and protection of cemeteries, and/or Florida history.

The educational potential related to issues of abandoned African-American cemeteries, preservation and protection of cemeteries, and Florida history is substantial and multifaceted. These topics provide valuable opportunities for learning, awareness, and engagement, both within and beyond the state of Florida. Here's how they contribute to education:

African-American History and Heritage:

- **Abandoned African-American cemeteries are repositories of African-American history, culture, and heritage. They offer insights into the lives, struggles, and contributions of African Americans in Florida and the broader United States.**
- **Educational programs and curriculum materials can be developed to teach students about the history of African Americans, their role in shaping Florida's history, and the challenges they faced, including segregation and discrimination.**

Civil Rights and Social Justice:

- **Florida has a significant history in the Civil Rights Movement. Abandoned cemeteries can serve as tangible reminders of the ongoing struggle for civil rights and social justice. Educators can use these sites to discuss the historical and contemporary issues related to racial equality.**
- **Students can learn about the role of individuals buried in these cemeteries in advocating for civil rights and social change.**

Cemetery Preservation and Restoration:

- **Teaching students about cemetery preservation and restoration techniques can foster an appreciation for historical preservation and community engagement.**
- **Educational programs can involve students in hands-on projects, such as cleaning gravestones, conducting research on the cemetery's history, or participating in volunteer efforts to restore these burial grounds.**

Community Support (Maximum characters 1500)

Describe the community support for this project, including from volunteers, partner organizations, descendants, property owners, and other stakeholders.

Our letters of support from the community includes city council members, county commissions, city and county managers as well as residents living adjacent to the cemetery and residents throughout the neighborhood.

H. Support Materials Page 8 of 9

Nonprofit Status (nonprofit organizations only)

Provide documentation of the applicant's active status as a Florida non-profit corporation with the Division of Corporations, Florida Department of State, which can be obtained at: http://www.sunbiz.org by searching the corporate name.

Florida Substitute W-9 Form

Available at DFS website https://flvendor.myfloridacfo.com. Note that this is a state form, NOT your Federal W-9.

File Name	File Size	Uploaded On	View (opens in new window)
City of Lake City Substitute W-9.pdf	34 [KB]	12/6/2024 1:47:11 PM	View file

Letters of Support

Additional letters may be submitted directly to the Division but must be received one month prior to the public meeting where the applications will be reviewed and scored.

File Name	File Size	Uploaded On	View (opens in new window)
Support Letters.pdf	1436 [KB]	11/22/2024 3:46:40 PM	View file

Photographs

Photographs are used to further inform panelists and should relate to the proposed project, depicting the associated property, site, resources, in its current state, and the context the Cemetery exists within. Historical images are also welcome.

File Name	File Size	Uploaded On	View (opens in new window)
Pictures.docx	29539 [KB]	12/5/2024 10:06:39 PM	View file

Representative Image

Upload a single representative image of the Cemetery or project to be used in the application review meeting that conveys the theme or purpose of the proposed project.

File Name	File Size	Uploaded On	View (opens in new window)
20231113_162615.jpg	2746 [KB]	11/22/2024 3:47:51 PM	View file

Proposed Project Team Support Documents

Provide the curricula vitae/resumes of the proposed project team as listed in Section A.4 of the application.

File Name	File Size	Uploaded On	View (opens in new window)
Resumes.pdf	1369 [KB]	12/6/2024 2:20:10 PM	View file

Documentation of Need

File Name	File Size	Uploaded On	View (opens in new window)
Need.pdf	187 [KB]	11/22/2024 3:49:28 PM	View file

Local Protection

Provide copies of any documents that provide local protection to the Cemetery or property as identified in question C.4.

File Name	File Size	Uploaded On	View (opens in new window)
Local Protection.pdf	186 [KB]	11/22/2024 4:14:58 PM	View file

Owner Concurrence Letter (if site access is required)

If the proposed Project required physical access to the Cemetery, the applicant shall provide a letter that documents that the applicant organization has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed Project on the owner's property and that the owner is in concurrence with this application for grant funding. In the absence of an Owner Concurrence Letter, the applicant shall provide documentation of the right to maintain the cemetery pursuant to Section 704.08, Florida Statutes, which shall be documented by a court order. In the event that an extant Property Owner of the cemetery parcel cannot be determined through official property records, the applicant shall document that (if the applicant is a county or municipality) the applicant has provided notice to DFS pursuant to 497.284, Florida Statutes, and that it intends to take action as necessary and appropriate to care for and maintain the cemetery, or if the applicant is not a county or the municipality, documentation that the county or municipality has empowered the applicant as their designee to care for and maintain the cemetery after providing notice as directed in 497.284, Florida Statutes. If the property for which grant funding is requested is leased by the applicant organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.

File Name	File Size	Uploaded On	View (opens in new window)
Wilson Cemetery Compliance Letter.pdf	91 [KB]	11/22/2024 3:50:37 PM	View file

Documentation of Location

Provide available documentation regarding the location of the Cemetery, which may include Florida Master Site File forms, property records, surveys, county property appraiser property parcel records and other historical or archival materials.

Optional Materials

File	Title	Description	Size	Type	View (opens in new window)
Ancestry Search.docx	Ancestry.com Search		3777 [KB]		View file

Applicants may attach materials not specifically requested by the Division that support the application.

I. Review and Submit Page 9 of 9

Review and Submit

☑ **I hereby certify that I am authorized to submit this application on behalf of City of Lake City, FL and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third-degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.**

Signature (Enter first and last name)

Shannon Williams

DEMETRIUS JOHNSON

deejohnson32025@gmail.com

386-288-8381

Lake City, FL 32055

PROFESSIONAL SUMMARY

Efficiency-driven city leader skilled at leading departments, improving transparency in government and building positive relationships with government agencies, community organizations and members of the public. Strong leader and problem-solver dedicated to streamlining operations to decrease costs and promote organizational efficiency. Uses independent decision-making skills and sound judgment to positively impact company success.

SKILLS

- Citizen Needs Assessments
- Project Coordination
- Meeting Leadership
- Budget Preparation
- Verbal Communication
- Organizational Leadership
- Interpersonal Communication Skills
- Municipal Process Management
- Policy Development and Enforcement

EDUCATION

Florida Gateway College
Lake City, FL · 05/2023

***Associate of Science*:**
Business Management

Florida Gateway College
Lake City, FL · 05/2021

***Associate of Science*:** Supply Chain Management

Columbia High School

WORK HISTORY

City Of Lake City - Assistant City Manager
Lake City, FL · 07/2022 - Current

- Represented city and interests with community organizations, government agencies and general public.
- Pursued learning opportunities and maintained current understanding of trends and technological advances in municipal management.
- Researched issues, wrote reports and presented findings to city council.
- Monitored and supported bidding and proposal process.
- Kept municipal operations in compliance with city ordinances, state requirements and federal laws.
- Appointed and managed department heads to maintain smooth operations between different functional areas.
- Maintained department productivity and standards through proactive management of teams and policies.
- Oversee numerous personnel working in multiple areas.

City Of Lake City - Procurement Coordinator
Lake City, FL · 04/2019

- Oversaw inventory control, accounting, and supply reports.
- Maintained effective and lasting vendor relationships through dynamic communication, collaboration, and intelligent questioning skills.

Lake City, FL • 02/2004

High School Diploma

CERTIFICATIONS

- Leadership of Lake City Program 2022
- Introduction to Negotiations 2022
- Certified Professional Public Buyer Exp: 05/03/2027
- CPPB Certified 2022
- Effective Contract Formation Certification 03/02/2021
- Developing and Managing RFPs Online 06/01/2020
- Sourcing in the Public Sector 12/05/2018
- Legal Aspects of Public Procurement 05/04/2018
- Diversity Training Completed 07/17/2008

- Identified new and more cost-effective suppliers through participation in industry networking events, purchasing advantageous packages, and cutting costs.
- Maintained ongoing communication with suppliers to promote workflow and respond to inquiries.
- Carefully read and interpreted requisition orders to understand specialized terms and requirements.
- Maintained up-to-date database of suppliers, vendors and contracts to support accurate recordkeeping.
- Tracked purchase orders and followed up with vendors and carriers to support timely deliveries.
- Researched and identified potential new suppliers to increase vendor base.
- Negotiated contracts and agreements with suppliers to achieve best pricing and terms.
- Established relationships with vendors and suppliers to streamline procurement operations.
- Provided accurate and up-to-date records of leading procurement procedures.
- Negotiate contracts with vendors, securing best prices and terms for materials, equipment and services.
- Utilized software to order, track and invoice product shipments.

Xpress Car Care - Operations Specialist
Lake City, FL • 01/2018 - Current

- Collected, arranged, and input information into database system.
- Assisted various departments with change by communicating new improvement plans and expectations.
- Motivated and trained employees to maximize team productivity.
- Enforced regulatory and company policy compliance to improve workplace and employee safety and readiness.
- Enhanced operational performance and reduced labor expenses by developing and optimizing standard practices.
- Encouraged and promoted ideas aligned to business needs and benefits.
- Collected customer feedback and made business adjustments to improve retention and satisfaction.
- Assisted customers with questions and problems to build

brand loyalty and cultivate lasting business relationships.

City Of Lake City - Procurement Specialist
Lake City, FL • 04/2017 - 04/2019

- Oversaw inventory control, accounting, and supply reports.
- Maintained effective and lasting vendor relationships through dynamic communication, collaboration, and intelligent questioning skills.
- Identified new and more cost-effective suppliers through participation in industry networking events, purchasing advantageous packages, and cutting costs.
- Maintained ongoing communication with suppliers to promote workflow and respond to inquiries.

City Of Lake City - Building Maintenance Worker
Lake City, FL • 07/2006 - 04/2017

- Used problem-solving skills to alleviate issues efficiently with minimal supervision.
- Quickly responded to internal service calls regarding malfunctioning equipment and completed repairs.
- Completed daily, weekly, and monthly checklists on building equipment to maintain records of scheduled maintenance procedures.
- Installed new locks, door handles, and door closers.
- Supported safety with well-maintained grounds, parking lots and landscaping.
- Coordinated with contractors and vendors to enforce quality standards and timely completion of projects.
- Followed preventive maintenance schedule to support building systems functionality.
- Restored and repaired worn and damaged building components to support appearance, longevity and security.
- Responded to emergency fire alarms, plumbing leaks and power outages to implement swift resolutions.
- Continuously adhered to strict regulations as well as detailed instructions, guidelines and specifications.
- Followed instructions from supervisor regarding daily job tasks and duties.
- Maintains municipal buildings, equipment and property.

Gateway GRANT WRITING AND ADMINISTRATION SERVICES, INC.

Shannon C. Williams

Contact

343 E Duval Street, Suite 105
(386) 292-1410 Cell
(386) 438-8750 Office
swilliams@gatewaygrants.net

Education

B.S., Technical Education
Univ. of West Florida, 2008

M.S., Information
Florida State University, 2018

Master's Certificate,
Information Architecture
Florida State University, 2018

Ph.D. Information
Florida State University, 2020-2024

Areas of Expertise

- Grant Acquisition
- Grant Administration
- Technical Writing
- Land Use Planning
- Proposal Writing
- Report Preparation
- Project Management
- Data Analysis
- Public Speaking
- Adobe Illustrator

Professional Experience

Ms. Williams is a seasoned professional specializing in technical and grant-writing expertise, with a demonstrated track record in securing grant-funded projects across North Florida. Boasting 9 years of experience in grant research, writing and administration, she has extended her services to more than 20 cities and counties, showcasing a deep commitment to fostering community development.

A proud native of Lake City, FL, Ms. Williams is deeply invested in her community. Her dedication is evident in her persistent efforts to identify and acquire funding for local projects. With her extensive knowledge and experience, Ms. Williams remains a vital asset in driving community initiatives and looks forward to continuing her impactful work in the years ahead.

Similar Experience

North Florida Professional Services, Inc. (NFPS) – July 2015 to Present – Ms. Williams has been employed with NFPS since July 2015. During her time with this local engineering firm, she has performed a variety of duties with increased responsibility including the positions listed below:

Administrative Services Coordinator – As Administrative Services Coordinator, Ms. Williams oversaw all administrative positions to ensure continuity and completion of assignments. Shannon created and maintained databases in Access and Excel to organize project progression and ensure all projects were developing in a timely manner.

Land Use Planner – While in this position, Ms. Williams acted as Land Use Administrator in Hamilton County, in a temporary capacity for the permanent Land Use Administrator. Her duties included acting as moderator during monthly Planning and zoning Meetings, processing applications for Special Permits, Future Land Use and Comprehensive Plan changes, subdivision plat approvals, and other land use-related requests.

Marketing Manager – As Marketing Manager with NFPS, Ms. Williams was responsible for writing all RFPs, RFQs, and Letters of Interest on behalf of the firm. Shannon is very familiar with proposal packages as well as the strict guidelines required when responding to requests. Shannon has written responses for Municipal, County, State, and private RFP selections and developed RFP packages for Municipalities and Counties requiring assistance with the task. Ms. Williams is knowledgeable of the State's Consultants Competitive Negotiation Act (CCNA) and the State's advertising requirements for competitive bids or proposals. Shannon has been very successful in winning opportunities for the firm. Some of her more recent wins include continuing services contracts with Florida A&M University, the City of Alachua, and Baker County. She has won contract opportunities with Florida Gateway College's New STEM Building and its Public Safety Training Facility.

Also, as Marketing Manager, Ms. Williams was responsible for updating website content, creating and posting content on Facebook and LinkedIn accounts, and preparing flyers, brochures, and other marketing materials using Adobe Illustrator and Photoshop.

Grant Manager – As Grant Manager, Ms. Williams was responsible for identifying grant opportunities for many municipalities and counties and completing the application process as well as grant administration if required. Ms. Williams attends commission and council meetings to make recommendations to the Boards concerning grant opportunities. Shannon currently administers various grants on behalf of several counties and municipalities including:

FEDERAL GRANTS

- **HUD Community Development Block Grant**
  - Plans, prepares and submits requests for the release of funds and prepares EEO Reports
  - Prepares and coordinates the preparation of environmental reviews, approval from the State Historical Preservation Office, home inspections, and lead inspections
  - Prepares public notices, Notice of Funding Availability, and program information filters and brochures.
  - Monitors program budgets, and expenditures, and prepares vouchers and conducts informational meetings on programs and funding opportunities to the general public; Conducts income qualification to determine eligibility to participate in the grant.
- **FEMA Hazard Mitigation Grant Program**
  - Conducts site inspections of storm-impacted property and structures and develops initial scopes of work
  - Coordinates with FEMA Hazard Mitigation Officer and/or State Mitigation Officer or representatives
  - Develop scopes of work for structural and/or material upgrades per FEMA Public Assistance 404 Hazard Mitigation program
  - Performs and/or facilitates mitigation cost estimating
  - Assists with the development of cost-benefit analysis of mitigation solutions, Develops Requests for Information (RFIs) and Requests for reimbursement review and reimbursement processing
  - Grant and sub-grant closeout processing

OTHER FEDERAL, STATE & LOCAL GRANTS

- Florida Job Growth Grant Fund
- SRWMD SPRINGS grant (Regional grant)
- FloridaCommerce Planning Technical Assistance Grants
- FloridaCommerce Rural Infrastructure Fund (RIF)
- Department of Environmental Protection Clean & Drinking Water State Revolving Fund
- Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC)

Ms. Williams also has knowledge of many FDOT grant opportunities such as Small County Road Assistance Program (SCRAP), Small County Outreach Program (SCOP), Transportation Regional Incentive Program (TRIP), County Incentive Grant Program (CIGP), Local Agency Program (LAP), Transportation Alternatives Program (TAP), and Safe Routes to School (SRTS).

Other Experience

Florida Department of Health (FDOH) – October 2007 to October 2010 – Ms. Williams was employed in two positions during her three-year employment with FDOH. As the hurricane season slowed, Ms. Williams was transferred to another division as funding was cut in Emergency Operations.

Division of Emergency Operations, Administrative Assistant II – As Administrative Assistant, Ms. Williams acted as program development support and event coordinator for the FDOH headquarters. She coordinated statewide meetings, and conference calls, developing program packets, charts and graphs, spreadsheets, and databases and developing graphics for program needs. Shannon coordinated registration at conferences, travel, and agendas and developed design and content for presentation materials. Shannon was also a member of the Continuity of Operations (COOP) team for disaster preparation.

Division of Disability Determinations, Medical Disability Examiner – While in this position, Ms. Williams managed a high-volume caseload processing medical determinations for Social Security disability claims. Shannon was responsible for gathering all medical records and acquiring additional information from third-party contact persons about the claimant

and making a determination on cases for the approval or denial of disability benefits. This position required detailed interviewing skills in order to successfully manage the caseload.

Florida Department of Transportation (FDOT) – April 2006 to October 2007 – Senior Clerk – While in this position, Ms. Williams was responsible for answering multi-line phones, greeting and directing visitors, keeping appointment books and calendars, and maintaining conference room schedules. Shannon was also responsible for dispatching citizen complaints to road crews throughout the county; collecting data pertaining to citizen complaints with State highways; and communicating effectively with the public about ongoing DOT projects. Shannon was also in charge of reconciling invoices in the Florida Accounting Information Resource (FLAIR).

Volunteer Experience

Inspired By Love (IBL) Ministry – Ms. Williams is a volunteer member of Inspired By Love Ministry. Established in January 2006, IBL was established to assist formerly incarcerated men and women in transitioning back into the community. IBL programs offer social, educational, and spiritual support in their reintegration. The IBL mission is to help build self-worth, providing a positive direction for inmates and giving them an opportunity to contribute to society. IBL has also taken on the mission to provide assistance to the homeless and disadvantaged youth throughout North Florida. IBL encourages the youth to continue in their education and develop positive outlooks for the future although many have been affected by family members who are or have been incarcerated.

The ministry program provides prison and jail inmates with visitations for spiritual counseling, Bible study, mail correspondence, and some basic necessities, such as deodorant, shampoo, and lotion. Most people are not aware that inmates are not supplied with these personal hygiene items.

Inspired by Love of North Florida, Inc. takes pride in organizing and feeding the homeless in the park on the first Sunday of each month. At this time, members can fellowship and pray for our brothers and sisters in need, and offer encouragement and a warm meal. Members are also able to provide small items such as socks and soap which are precious to this marginalized population.

Each Thursday, ministry members of Inspired by Love of North Florida, Inc. assemble to hold Bible Teaching at Casa Calderon Senior Living Community in Tallahassee, FL. The retired and special needs residents faithfully attend and participate in Bible Teaching. IBL also provides and has dinner with the seniors. The simple kind act of sharing time and attention with the elderly is valuable to them and to the members.

Volunteer Grant Writing Services – Ms. Williams offers her grant writing services to non-profits who cannot afford one and require professional services to apply for funding to support worthy causes. Ms. Williams provides services to fund playgrounds, after-school programs, visits to colleges and universities, and more. She has recently opened ***Gateway Grant Writing & Administration Services, Inc.*** to help aid in the management of her grant projects.

Men of Tomorrow – The most important of her volunteer services is a program developed by the Alpha Phi Alpha fraternity for young men in Broward County entitled *Men of Tomorrow*. The organization focuses its attention on young men of African descent and their importance to our society. The fraternity solicits the assistance of high school counselors, teachers, community leaders, and the Brotherhood to find young men meeting the qualifications set up by the Brotherhood. With the group of men identified, the fraternity embarks upon a mission that positively affects the entire county of Palm Beach. A mission that includes service, scholarship among our youth, and a desire to improve the community. Ms. Williams serves as a volunteer to mentor these youth in the area of college readiness assisting them with identifying their area of study, finding institutions that provide their major area of study, completing applications, and searching for funding for their college education.

CM/rrp
11/13/25

RESOLUTION NO 2025 – 160

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, FOR ADMINISTRATION OF GRANT FUNDS FOR THE RESTORATION AND MAINTENANCE OF THE WILSON STREET CEMETERY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") has been awarded an Abandoned African-American Cemeteries Grant by the State of Florida, Department of State, Division of Historical Resources (the "Division"); and

WHEREAS, the state funds are set aside by the State of Florida specifically to support the local preservation of African-American history in Florida's communities; and

WHEREAS, the Division has awarded to the City certain grant funds in the amount of $50,000 (the "Grant Funds"); and

WHEREAS, the Grant Funds shall be used exclusively for the restoration and maintenance of the Wilson Street Cemetery; and

WHEREAS, the City and the Division desire to enter into that certain contract to govern administration of the Grant Funds by adopting the terms of the proposed contract with the Division in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, approving the Agreement is in the public interest and in the interests of the City; now therefore,

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Agreement to accept the Grant Funds is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should

be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and

5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

10. City Council Ordinance No. 2025-2338 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, very low density (1 dwelling unit per acre) to City Industrial of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2338 on first reading

ORDINANCE NO. 2025-2338

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION BY RICHARD COLE AND DANIEL CRAPPS AS AGENTS FOR PRICE CREEK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, VERY LOW DENSITY (1 DWELLING UNIT PER ACRE) TO CITY INDUSTRIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council denial of said application for an amendment, as described below; and

WHEREAS, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said

public hearings, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, CPA 25-10, by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida limited liability company, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COUNTY RESIDENTIAL, VERY LOW DENSITY (1 dwelling unit per acre) to CITY INDUSTRIAL on property described, as follows:

   A parcel of land lying in Section 2 and 11, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence South 00°30'20" West 50.60 feet, along the West line of said Section 11; thence North 89°53'18" East 71.01 feet to the East right-of-way line of County Road 245 (Price Creek Road) for the Point of Beginning; thence North 00°03'43" East 886.66 feet, along the East right-of-way line of said County Road 245 (Price Creek Road); thence North 89°40'56" East 420.21 feet; thence North 00°31'39" West 622.17 feet; thence North 89°41'56" East 328.15 feet; thence South 01°19'19" East 117.78 feet; thence South 88°21'17" East 3,047.22 feet; thence South 02°49'21" West 203.84 feet; thence South 03°48'37" West 955.64 feet; thence North 89°05'56" East 67.70 feet to the Westerly right-of-way line of County Road 245A; thence Southerly, along the arc of a curve to the left of the Westerly right-of-way line of said County Road 245A, having a radius of 2,904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to the intersection with the South line of said Section 2; thence South 89°05'56" West 968.40 feet, along the South line of said Section 2; thence South 00°13'21" West 50.60 feet; thence South 89°53'18" West 2,801.78 feet to the Point of Beginning.

   Containing 110.46 acres, more or less.

2. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 02-4S17-07481-003.

3. Severability. It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this

ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2025.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

October 14, 2025

TO: City Council

FROM: Land Development Regulation Administrator

SUBJECT: Application No. CPA 25-10 (Price Creek LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Land use amendment requests are ineligible to receive concurrency reservation because they are too conceptual and, consequently do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided, which quantifies for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 25-10, an application by Price Creek LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from COUNTY RESIDENTIAL, VERY LOW DENSITY (1 dwelling units per acre) to CITY INDUSTRIAL for the property described, as follows:

A parcel of land lying in Section 2 and 11, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence South 00°30'20" West 50.60 feet, along the West line of said Section 11; thence North 89°53'18" East 71.01 feet to the East right-of-way line of County Road 245 (Price Creek Road) for the Point of Beginning; thence North 00°03'43" East 886.66 feet, along the East right-of-way line of said County Road 245 (Price Creek Road); thence North 89°40'56" East 420.21 feet; thence North 00°31'39" West 622.17 feet; thence North 89°41'56" East 328.15 feet; thence South 01°19'19" East 117.78 feet; thence South 88°21'17" East 3,047.22 feet; thence South 02°49'21" West 203.84 feet; thence South 03°48'37" West 955.64 feet; thence North 89°05'56" East 67.70 feet to the Westerly right-of-way line of County Road 245A; thence Southerly, along the arc of a curve to the left of the Westerly right-of-way line of said County Road 245A, having a radius of 2,904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to the intersection with the South line of said Section 2; thence South 89°05'56" West 968.40 feet, along the South line of said Section 2; thence South 00°13'21" West 50.60 feet; thence South 89°53'18" West 2,801.78 feet to the Point of Beginning.

Containing 110.46 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact-

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could theoretically result in 4,811,637 square feet of industrial land use on the site.

An average industrial use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon a potable water usage of 22.5 gallons per employee per day.

4,811.637 (4,811,637 square feet gross floor area) x 1.87 (employees per 1,000 square feet gross floor area) = 8,998 employees x 22.5 (gallons of potable water usage per employee per day) = 202,455 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,401,000 gallons of potable water per day.

During calendar year 2024, the average daily potable water usage = 3,461,667 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 939,333 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 939,333 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 202,455 gallons of potable water per day.

Residual capacity after this proposed amendment = 736,878 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the theoretical use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could theoretically result in 4,811,637 square feet of industrial land use on the site.

An average industrial use is estimated to have 1.87 employees per 1,000 square feet gross floor area. Based upon an average of 17.25 gallons of sanitary sewer effluent per employee per day.

4,811.637 (4,811,637 square feet gross floor area) x 1.87 (employees per 1,000 square feet gross floor area) = 8,998 employees x 17.25 (gallons of sanitary sewer effluent per employee per day) = 155,216 gallons of sanitary sewer effluent per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2024, the average sanitary sewer usage = 2,350,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 650,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 650,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 155,216 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 494,784 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the theoretical use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could theoretically result in 4,811,637 square feet of industrial land use on the site.

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of industrial use per day.

4,811.637 (4,811,637 square feet gross floor area) x 5.5 (pounds of solid waste per 1,000 square feet gross floor area per day) = 26,464 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the theoretical use of the site.

Drainage Impact -

The proposed amendment could theoretically result in 4,811,637 square feet of industrial land use on the site.

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

The proposed amendment could theoretically result in 4,811,637 square feet of industrial land use on the site.

The proposed amendment will not result in additional population. Therefore, recreational facilities are anticipated to continue to meet or exceed the level of service standards established within the Comprehensive Plan after the theoretical use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could theoretically result in 4,811,637 square feet of industrial land use on the site.

Summary of Trip Generation Calculations for Industrial Use.

An industrial use is estimated to generate 0.74 trips per p.m. peak hour per 1,000 square feet of use.

4,811.637 (4,811,637 square feet gross floor area) x 0.74 (p.m. peak hour trips per 1,000 square feet gross floor area) = 3,561 p.m. peak hour trips

Existing p.m. peak hour trips = 396 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
S.R 100 (from Lake City's urban area boundary to U.S. 90)	396a	C	0	3,561	3,957	F

a 2023 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation. Institute of Transportation Engineers, 11th Edition, 2021.
Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 1,950 p.m. peak hour trips, the road network serving the site is not anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the theoretical number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have an impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is agriculture forest land use. The site is bounded on the north by single family residential land use, public land use, industrial land use and vacant land, on the east by single family residential land use, on the south by agriculture forest land use, agriculture row crop/pasture land use, and on the west by agriculture row crop/pasture land use, single family residential land use, and vacant land.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, 2025, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, approximately 30 percent of the site is located within a 100-year flood prone area.

Wetlands

According to the Water Management Geographic Information Systems wetlands data layer, dated 2007, approximately 14 percent of the site is located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain clayey sand.

Soil Types

According to the U.S. Department of Agriculture, Natural Resources Conservation Service, Soils Geographic Database, dated 2002, the site is comprised of approximately 47 percent Albany fine sand 0 to 5 percent slopes, approximately 11 percent Sapelo fine sand, approximately 9 percent Chipley fine sand soil, approximately 9 percent Ocilla fine sand 0 to 5 percent slopes, approximately 9 percent Mascotte fine sand, approximately 5 percent Hurricane fine sand soils, approximately 5 percent Blanton fine sand, approximately 4 percent Surrency fine sand soils, and approximately 1 percent Plummer fine sand, occasionally flooded

Albany Fine Sand, 0 to 5 percent slopes soils are somewhat poorly drained, nearly level to gently sloping soil on broad flats bordering poorly defined drainage ways and in undulating areas.

Albany Fine Sand, 0 to 5 percent slopes soils have severe limitations for building site development.

Blanton fine sand (0 to 5 percent slope) soils are moderately well drained, nearly level to gently sloping soil on broad ridges and undulating side slopes.

Blanton fine sand (0 to 5 percent slope) soils have slight limitations for building site development.

Chipley fine sand (0 to 5 percent slope) soils are moderately well drained, nearly level to gently sloping soil in somewhat depressed areas and on flats in the uplands.

Chipley fine sand (0 to 5 percent slope) soils have moderate limitations for building site development.

Hurricane fine sand (0 to 5 percent slope) soils are somewhat poorly drained, nearly level soil on flats and in areas adjacent to depressions and poorly defined drainageways.

Hurricane fine sand (0 to 5 percent slope) soils have moderate limitations for building site development.

Mascotte Fine Sand soils are poorly drained, nearly level soil around wet depressions on the uplands and throughout the flatwoods.

Mascotte Fine Sand soils have severe limitations for building site development.

Ocilla Fine Sand, 0 to 5 percent slopes soils are somewhat poorly drained, gently sloping soil on undulating landscapes in the uplands.

Ocilla Fine Sand, 0 to 5 percent slopes soils have moderate limitations for building site development.

Plummer muck, depressional soils are nearly level, poorly drained soil in concave depressions and poorly defined drainageways. The slope is less and 2 percent.

Plummer muck, depressional soils have severe limitations for building site development.

Surrency fine sand (0 to 5 percent slope) soils are very poorly drained, nearly level soil in depressions, near shallow ponds, and along drainageways.

Surrency fine sand (0 to 5 percent slope) soils have severe limitations for building site development.

Sapelo Fine Sand soils are nearly level, poorly drained soil in the flatwoods.

Sapelo Fine Sand soils have moderate limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridan Aquifer, prepared by the Water Management District, dated 2016, the site is not located in high aquifer groundwater recharge area.

North Central Florida Regional Planning Council

Serving Alachua
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Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

October 14, 2025

Mr. Richard Benderson
Principal Planner
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

TRANSMITTED VIA ELECTRONIC MAIL

RE: Application No. CPA 25-10 (Price Creek LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Dear Richard:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Robert Angelo, Planning and Zoning Technician
Joyce Bruner, Executive Assistant
Michelle Cannon, Deputy City Clerk
Demetrious Johnson, Assistant City Manager
Clay Martin, City Attorney
Robyn Pena, Assistant to the City Attorney
Donald Rosenthal, City Manager
Scott Thomason, Building Official/Growth Management Director

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Comp Plan Amendment CPA 25-10

PRESENTED BY
ROBERT ANGELO

CITY OF LAKE CITY
Florida's Gateway Est. 1859

AGENDA

- INTRODUCTION
- LOCATION
- RECOMENDATION

QUESTIONS

Introduction

- Parcel 07481-003 has a current Future Land Use designation of Residential Very Low County;
- Petition CPA 25-10 is a request to change the Future Land Use on parcel 07481-003 from Residential Very Low County to Industrial City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Industrial County and Residential Very Low County
  - East- Industrial Low County
  - South- Agricultural County
  - West- Residential Very Low County

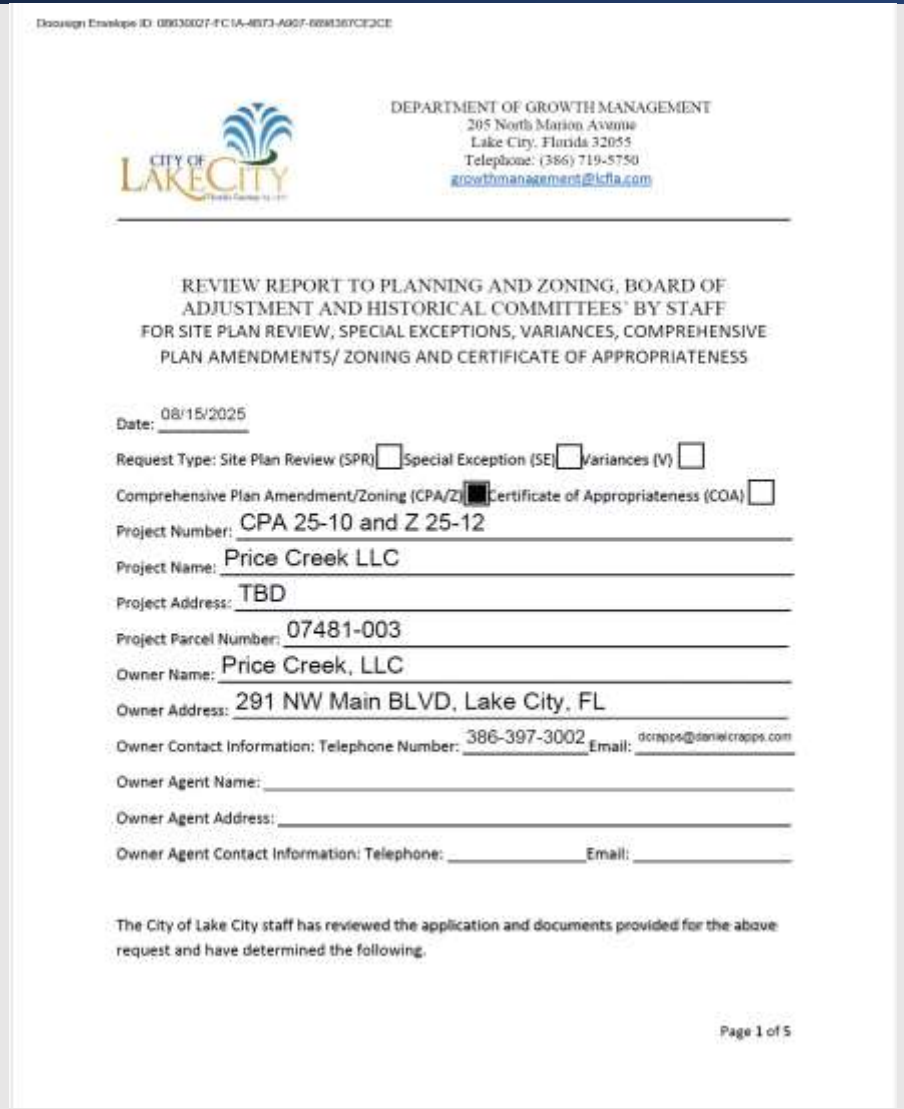
Location

INDUSTRIAL COUNTY
RESIDENTIAL VERY LOW COUNTY
PROPOSED SITE
INDUSTRIAL COUNTY
AGRICULTURAL COUNTY
AGRICULTURAL COUNTY

Wetlands

Quest Aviation, Inc.
SE State Road 100
Navair
PSS1F
PUBH
SE County Road 245
Sharon Ln
R4SBC
R5UBH
Bethlehem Baptist Church
SE State Road 100
PUBHx
SE County Road 245A
PFO6/4C
R4SBC
R5UBH
PUBHx
R5UBH
PFO6C
PEM1F
PFO1C
PFO6F
R5UBH
SE Bikini Dr
453

Staff Review



DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 719-5750
growthmanagement@lcfla.com

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 08/15/2025

Request Type: Site Plan Review (SPR) ☐ Special Exception (SE) ☐ Variances (V) ☐

Comprehensive Plan Amendment/Zoning (CPA/Z) ■ Certificate of Appropriateness (COA) ☐

Project Number: CPA 25-10 and Z 25-12

Project Name: Price Creek LLC

Project Address: TBD

Project Parcel Number: 07481-003

Owner Name: Price Creek, LLC

Owner Address: 291 NW Main BLVD, Lake City, FL

Owner Contact Information: Telephone Number: 386-397-3002 Email: dcrapps@danielcrapps.com

Owner Agent Name:

Owner Agent Address:

Owner Agent Contact Information: Telephone: Email:

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

Page 1 of 5

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru an expedited state review. This property is contiguous to an industrial district to the North and the East.
- **Customer Service-** A tap application and utility plans would need to be submitted in order to apply for water, sewer, and/or natural gas services. This response does not represent the City of Lake City's commitment to or reservation of capacity. In accordance with the City of Lake City's policies and procedures, commitment to serve is made only upon the City of Lake City's approval of your application for service,
- **Suwannee River Water Management-** No SRWMD permit has been obtained for this development. An ERP from SRWMD will be required for this activity.

Comprehensive Plan Consistency Analysis

- **The property is located on a Major Collector, CR 245. This is consistent with Policy 1.1.1 and Objective 2.2 of the City of Lake City Comprehensive Plan.**

- **The potable water system and sanitary sewer system is anticipated to meet or exceed the adopted level of service standard. This is consistent with Policy 1.1.3 and Policy 1.3.1 of the City of Lake City Comprehensive Plan.**

- **The property is contiguous to a residential zoning district on the northwest corner of the property. Based on Section 4.17.10 of the City of Lake City Land Development Regulations, this area would require a twenty-five (25) landscape buffer. This is consistent with Policy 1.6.5 of the City of Lake City Comprehensive Plan.**

Comprehensive Plan Consistency Analysis

City staff reviewed the Comprehensive Plan and has determined that the Comprehensive Plan Amendment, CPA 25-10, is consistent with the City of Lake City Comprehensive Plan.

Planning Staff Comments

- The site is contiguous to residential, agricultural, and industrial zoned land.
- The site is located on an arterial/collector road.
- The wetlands located on the parcel would have a setback of 35 feet. No structure would be able to be within 35 feet of a wetland.
- Section 13.12.5.2 of the Land Development Regulations states that rezonings and Comp Plan Amendments do not reserve compacity because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts.

QUESTIONS?

ROBERT ANGELO
PLANNER 2
205 N Marion Ave
Lake City, Fl 32055
Planning@Lcfla.Com
386-719-5820

DATE: November 4, 2025

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

INTRODUCTION
Daniel Crapps as agent for Price Creek, LLC has requested a Comprehensive Plan Amendment, CPA 25-10, to change the Future Land Use from RESIDENTIAL VERY LOW COUNTY TO INDUSTRIAL CITY ON PROPERTY IDENTIFIED AS PARCEL ID NUMBER 02-4S-17-07481-003.

FUTURE LAND USE ELEMENT

GOAL I- IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE, THE CITY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

OBJECTIVE 1.1 The City Concurrency Management System shall make available or schedule for availability the public facilities for future growth and urban development as development occurs in order to provide for urban densities and intensities within the City.

- **Policy 1.1.1** The location of higher density residential, high intensity commercial and heavy industrial uses shall be directed to area adjacent to arterial or collector roads, identified on the Future Traffic Circulation Map, where public v=facilities are available to support such higher density or intensity.

  Based on the current Columbia County Comprehensive Plan, County Road 245 is a Major Collector, see appendix A.

- **Policy 1.1.3** The City shall continue to allocate amounts and types of land uses for residential, commercial, industrial, public, and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. (Urban land uses shall be herein defined as residential, commercial and industrial land use categories).

  Based on the analysis in appendix B, the potable water and sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water and sanitary sewer facilities as provided in the Comprehensive Plan, after adding the potable water demand and sanitary sewer effluent generated by the theoretical use of the site.

OBJECTIVE 1.3 The City shall require that all proposed development be approved only where the public facilities meet or exceed the adopted level of service standard.

- **Policy 1.3.1** The City shall limit the issuance of development orders and permits to areas where the adopted level of service standards for the provision of public facilities found within the Comprehensive Plan are maintained. This provision also includes areas where development orders were issued prior to the adoption of the Comprehensive Plan.

  Based on the analysis in appendix B, the public facilities are anticipated to continue to meet or exceed the adopted levels of service found within the City of Lake City Comprehensive Plan.

OBJECTIVE 1.5 The City shall limit the issuance of development orders and permits to areas where the adopted level of service standards for the provision of public facilities found within the Comprehensive Plan are maintained. This provision also includes areas where development orders were issued prior to the adoption of the Comprehensive Plan.

- **Policy 1.5.1** The City shall adopt as part of its utility policies and programs a provision whereby any extension of public facility geographic service areas into surrounding unincorporated areas shall be limited to the adjacent designated urban development areas as identified within the Future Land Use Map Series of this Comprehensive Plan except that water line extensions may be made outside such boundary to address public health and safety concerns associated with groundwater contamination and water and sewer line extensions may be made to public land uses located outside of such designated urban development area. The City shall condition the extension of public facilities for residential uses to the adjacent unincorporated urban development area on first providing these facilities and services for the majority of the residents within the City which are not currently being served.

  Based on the map in the City of Lake City Comprehensive Plan in appendix A23 and shown in this document as appendix C, the development is within the boundaries of the Designated Urban Service Area.

OBJECTIVE 1.6 The City shall continue to include within the portion regarding the report and recommendation of the Planning and Zoning Board on amendments to such regulations, that such report shall address whether the proposed amendment will be a deterrent to the improvement or development of adjacent land uses and it shall be concluded by the local governing body, based upon such report and prior to approval of the amendment, that the granting of the amendment will not adversely impact adjacent land uses.

- **Policy 1.6.5** The City shall continue to require that where a commercial or industrial use is erected or expanded on land abutting a residential district, then the proposed use shall provide a landscaped buffer. A masonry or wood opaque structure may be substituted for the planted buffer.

  According to the City of Lake City Land Development Regulations Article 4.17.10 the required landscape buffer is twenty-five (25) when industrial land is abutting a residential area.

GOAL II - PROVIDE FOR A TRANSPORTATION SYSTEM WHICH SERVES EXISTING AND FUTURE-LAND USES.

OBJECTIVE 2.2 The City shall require that all traffic circulation system improvements be consistent with the land uses shown on the future land use plan map, limiting higher density and higher intensity land use locations to be adjacent to collector or arterial roads, as identified on the Future Transportation Map.

Based on the current Columbia County Comprehensive Plan, County Road 245 is a Major Collector, see appendix A.

SUMMARY OF ANALYSIS

City staff reviewed the Comprehensive Plan and has determined that the Comprehensive Plan Amendment, CPA 25-10, is consistent with the City of Lake City Comprehensive Plan for the following reasons:

- **The property is located on a Major Collector, CR 245. This is consistent with Policy 1.1.1 and Objective 2.2 of the City of Lake City Comprehensive Plan.**
- **The potable water system and sanitary sewer system is anticipated to meet or exceed the adopted level of service standard. This is consistent with Policy 1.1.3 and Policy 1.3.1 of the City of Lake City Comprehensive Plan.**
- **The property is contiguous to a residential zoning district on the northwest corner of the property. Based on Section 4.17.10 of the City of Lake City Land Development Regulations, this area would require a twenty-five (25) landscape buffer. This is consistent with Policy 1.6.5 of the City of Lake City Comprehensive Plan.**

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2338- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION BY RICHARD COLE AND DANIEL CRAPPS AS AGENTS FOR PRICE CREEK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, VERY LOW DENSITY (1 DWELLING UNIT PER ACRE) TO CITY INDUSTRIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

11. City Council Ordinance No. 2025-2339 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from County Rural Residential (RR) to City Industrial (I) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date.

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2339 on first reading

ORDINANCE NO. 2025-2339

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION BY RICHARD COLE AND DANIEL CRAPPS AS AGENTS FOR PRICE CREEK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY RURAL RESIDENTIAL (RR) TO CITY INDUSTRIAL (I) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council denial of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of

the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, Z 25-12, by Richard Cole and Daniel Crapps as agents for Price Creek, LLC, a Florida limited liability company, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY RURAL RESIDENTIAL (RR) to CITY INDUSTRIAL (I) on property described, as follows:

   A parcel of land lying in Section 2 and 11, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence South 00°30'20" West 50.60 feet, along the West line of said Section 11; thence North 89°53'18" East 71.01 feet to the East right-of-way line of County Road 245 (Price Creek Road) for the Point of Beginning; thence North 00°03'43" East 886.66 feet, along the East right-of-way line of said County Road 245 (Price Creek Road); thence North 89°40'56" East 420.21 feet; thence North 00°31'39" West 622.17 feet; thence North 89°41'56" East 328.15 feet; thence South 01°19'19" East 117.78 feet; thence South 88°21'17" East 3,047.22 feet; thence South 02°49'21" West 203.84 feet; thence South 03°48'37" West 955.64 feet; thence North 89°05'56" East 67.70 feet to the Westerly right-of-way line of County Road 245A; thence Southerly, along the arc of a curve to the left of the Westerly right-of-way line of said County Road 245A, having a radius of 2,904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to the intersection with the South line of said Section 2; thence South 89°05'56" West 968.40 feet, along the South line of said Section 2; thence South 00°13'21" West 50.60 feet; thence South 89°53'18" West 2,801.78 feet to the Point of Beginning.

   Containing 110.46 acres, more or less.

2. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 02-4S17-07481-003.

3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Z 25-12, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-10. If Future Land Use Plan Map Amendment, CPA 25-10, does not become effective, this amendment, Z 25-12, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 25-12, to the Official Zoning Atlas may be issued or commence before it has become effective.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2025.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

October 14, 2025

TO: City Council

FROM: Land Development Regulation Administrator

SUBJECT: Application No Z 25-12 (Price Creek LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Rezonings are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

Z 25-12, an application by Price Creek LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from COUNTY RURAL RESIDENTIAL (RR) to CITY INDUSTRIAL (I) on property described, as follows:

A parcel of land lying in Section 2 and 11, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence South 00°30'20" West 50.60 feet, along the West line of said Section 11; thence North 89°53'18" East 71.01 feet to the East right-of-way line of County Road 245 (Price Creek Road) for the Point of Beginning; thence North 00°03'43" East 886.66 feet, along the East right-of-way line of said County Road 245 (Price Creek Road); thence North 89°40'56" East 420.21 feet; thence North 00°31'39" West 622.17 feet; thence North 89°41'56" East 328.15 feet; thence South 01°19'19" East 117.78 feet; thence South 88°21'17" East 3,047.22 feet; thence South 02°49'21" West 203.84 feet; thence South 03°48'37" West 955.64 feet; thence North 89°05'56" East 67.70 feet to the Westerly right-of-way line of County Road 245A; thence Southerly, along the arc of a curve to the left of the Westerly right-of-way line of said County Road 245A, having a radius of 2,904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to the intersection with the South line of said Section 2; thence South 89°05'56" West 968.40 feet, along the South line of said Section 2; thence South 00°13'21" West 50.60 feet; thence South 89°53'18" West 2,801.78 feet to the Point of Beginning.

Containing 110.46 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact-

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 1,202,909 square feet of industrial land use on the site (based upon averages for use intensities and compliance with off-street parking, drainage requirements and landscape buffer requirements).

An average industrial use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon a potable water usage of 22.5 gallons per employee per day.

1,202.909 (1,202,909 square feet gross floor area) x 1.87 (employees per 1,000 square feet gross floor area) = 2, 250 employees x 22.5 (gallons of potable water usage per employee per day) = 50,625 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,401,000 gallons of potable water per day.

During calendar year 2024, the average daily potable water usage = 3,461,667 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 939,333 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 939,333 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 50,625 gallons of potable water per day.

Residual capacity after this proposed amendment = 888,708 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 1,202,909 square feet of industrial land use on the site (based upon averages for use intensities and compliance with off-street parking, drainage requirements and landscape buffer requirements).

An average industrial use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon an average of 17.25 gallons of sanitary sewer effluent per employee per day.
1,202.909 (1,202,909 square feet gross floor area) x 1.87 (employees per 1,000 square feet gross floor area) = 2, 250 employees x 17.25 (gallons of sanitary sewer effluent per employee per day) = 38,813 gallons of sanitary sewer effluent per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2024, the average sanitary sewer usage = 2,350,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 650,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 650,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 38,813 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 611,187 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially result in 1,202,909 square feet of industrial land use on the site (based upon averages for use intensities and compliance with off-street parking, drainage requirements and landscape buffer requirements).

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of industrial use per day.

1,202.909 (1,202,909 square feet gross floor area) x 5.5 (pounds of solid waste per 1,000 square feet gross floor area per day) = 6,616 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

Drainage Impact -

The proposed amendment could potentially result in 1,202,909 square feet of industrial land use on the site (based upon averages for use intensities and compliance with off-street parking, drainage requirements and landscape buffer requirements).

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

The proposed amendment could potentially result in 1,202,909 square feet of industrial land use on the site (based upon averages for use intensities and compliance with off-street parking, drainage requirements and landscape buffer requirements).

The proposed amendment will not result in additional population. Therefore, recreational facilities are anticipated to continue to meet or exceed the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 1,202,909 square feet of industrial land use on the site (based upon averages for use intensities and compliance with off-street parking, drainage requirements and landscape buffer requirements).

Summary of Trip Generation Calculations for Industrial Use.

An industrial use is estimated to generate 0.74 trips per p.m. peak hour per 1,000 square feet of use.

1,202.909 (1,202,909 square feet gross floor area) x 0.74 (p.m. peak hour trips per 1,000 square feet gross floor area) = 891 p.m. peak hour trips

Existing p.m. peak hour trips = 396 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
S.R 100 (from Lake City's urban area boundary to U.S. 90)	396a	C	0	891	1,287	C

a 2023 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation. Institute of Transportation Engineers, 11th Edition, 2021.
Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 1,950 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the potential number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have an impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is agriculture forest land use. The site is bounded on the north by single family residential land use, public land use, industrial land use and vacant land, on the east by single family residential land use, on the south by agriculture forest land use, agriculture row crop/pasture land use, and on the west by agriculture row crop/pasture land use, single family residential land use, and vacant land.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, 2025, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, approximately 30 percent of the site is located within a 100-year flood prone area.

Wetlands

According to the Water Management Geographic Information Systems wetlands data layer, dated 2007, approximately 14 percent of the site is located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain clayey sand.

Soil Types

According to the U.S. Department of Agriculture, Natural Resources Conservation Service, Soils Geographic Database, dated 2002, the site is comprised of approximately 47 percent Albany fine sand 0 to 5 percent slopes, approximately 11 percent Sapelo fine sand, approximately 9 percent Chipley fine sand soil, approximately 9 percent Ocilla fine sand 0 to 5 percent slopes, approximately 9 percent Mascotte fine sand, approximately 5 percent Hurricane fine sand soils, approximately 5 percent Blanton fine sand, approximately 4 percent Surrency fine sand soils, and approximately 1 percent Plummer fine sand, occasionally flooded

Albany Fine Sand, 0 to 5 percent slopes soils are somewhat poorly drained, nearly level to gently sloping soil on broad flats bordering poorly defined drainage ways and in undulating areas.

Albany Fine Sand, 0 to 5 percent slopes soils have severe limitations for building site development.

Blanton fine sand (0 to 5 percent slope) soils are moderately well drained, nearly level to gently sloping soil on broad ridges and undulating side slopes.

Blanton fine sand (0 to 5 percent slope) soils have slight limitations for building site development.

Chipley fine sand (0 to 5 percent slope) soils are moderately well drained, nearly level to gently sloping soil in somewhat depressed areas and on flats in the uplands.

Chipley fine sand (0 to 5 percent slope) soils have moderate limitations for building site development.

Hurricane fine sand (0 to 5 percent slope) soils are somewhat poorly drained, nearly level soil on flats and in areas adjacent to depressions and poorly defined drainageways.

Hurricane fine sand (0 to 5 percent slope) soils have moderate limitations for building site development.

Mascotte Fine Sand soils are poorly drained, nearly level soil around wet depressions on the uplands and throughout the flatwoods.

Mascotte Fine Sand soils have severe limitations for building site development.

Ocilla Fine Sand, 0 to 5 percent slopes soils are somewhat poorly drained, gently sloping soil on undulating landscapes in the uplands.

Ocilla Fine Sand, 0 to 5 percent slopes soils have moderate limitations for building site development.

Plummer muck, depressional soils are nearly level, poorly drained soil in concave depressions and poorly defined drainageways. The slope is less and 2 percent.

Plummer muck, depressional soils have severe limitations for building site development.

Surrency fine sand (0 to 5 percent slope) soils are very poorly drained, nearly level soil in depressions, near shallow ponds, and along drainageways.

Surrency fine sand (0 to 5 percent slope) soils have severe limitations for building site development.

Sapelo Fine Sand soils are nearly level, poorly drained soil in the flatwoods.

Sapelo Fine Sand soils have moderate limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridan Aquifer, prepared by the Water Management District, dated 2016, the site is not located in high aquifer groundwater recharge area.

North Central Florida Regional Planning Council

Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

October 14, 2025

Mr. Richard Benderson
Principal Planner
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL

RE: Application No. Z 25-12 (Price Creek LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Dear Richard:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Robert Angelo, Planning and Zoning Technician
Joyce Bruner, Executive Assistant
Michelle Cannon, Deputy City Clerk
Demetrious Johnson, Assistant City Manager
Clay Martin, City Attorney
Robyn Pena, Assistant to the City Attorney
Donald Rosenthal, City Manager
Scott Thomason, Building Official/Growth Management Director

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Comp Plan Amendment Z 25-12

PRESENTED BY
ROBERT ANGELO

CITY OF LAKE CITY
Florida's Gateway Est. 1859

AGENDA

- INTRODUCTION
- LOCATION
- RECOMENDATION

QUESTIONS

Introduction

- Parcel 07481-003 has a current Future Land Use designation of Residential Very Low County;
- Petition Z 25-12 is a request to change the Official Zoning Atlas on parcel 07481-003 from Rural Residential County to Industrial City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Industrial County
  - East- Industrial County
  - South- Agricultural 3 County
  - West- Rural Residential County

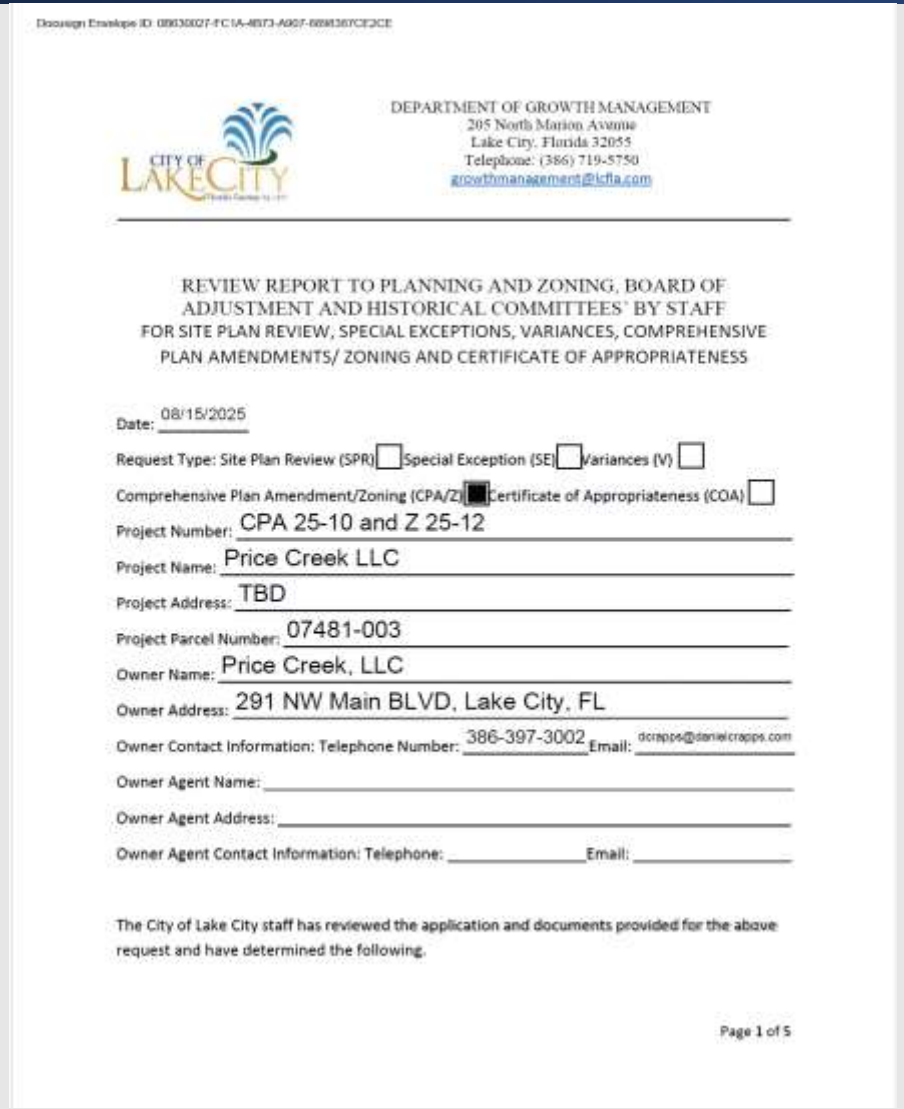
Location

RURAL RESIDENTIAL
INDUSTRIAL COUNTY
PROPOSED SITE
INDUSTRIAL COUNTY
AGRICULTURAL 3
AGRICULTURAL 3
600ft

Wetlands

Quest Aviation, Inc.
SE State Road 100
Navair
PSS1F
PUBH
SE County Road 245
Sharon Ln
R4SBC
R5UBH
Bethlehem Baptist Church
SE State Road 100
PUBHx
SE County Road 245A
PFO6/4C
R4SBC
R5UBH
PUBHx
R5UBH
PFO6C
PEM1F
PFO1C
PFO6F
R5UBH
SE County Road 245
SE Bikini Dr
480

Staff Review



DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, Florida 32055
Telephone: (386) 719-5750
growthmanagement@lcfla.com

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 08/15/2025

Request Type: Site Plan Review (SPR) ☐ Special Exception (SE) ☐ Variances (V) ☐

Comprehensive Plan Amendment/Zoning (CPA/Z) ■ Certificate of Appropriateness (COA) ☐

Project Number: CPA 25-10 and Z 25-12

Project Name: Price Creek LLC

Project Address: TBD

Project Parcel Number: 07481-003

Owner Name: Price Creek, LLC

Owner Address: 291 NW Main BLVD, Lake City, FL

Owner Contact Information: Telephone Number: 386-397-3002 Email: dcrapps@danielcrapps.com

Owner Agent Name:

Owner Agent Address:

Owner Agent Contact Information: Telephone: Email:

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

Page 1 of 5

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru an expedited state review. This property is contiguous to an industrial district to the North and the East.
- **Customer Service-** A tap application and utility plans would need to be submitted in order to apply for water, sewer, and/or natural gas services. This response does not represent the City of Lake City's commitment to or reservation of capacity. In accordance with the City of Lake City's policies and procedures, commitment to serve is made only upon the City of Lake City's approval of your application for service,
- **Suwannee River Water Management-** No SRWMD permit has been obtained for this development. An ERP from SRWMD will be required for this activity.

Staff Analysis of Article 15.2 of the City Land Development Regulations

- The property is contiguous to a industrial zoning district.
- City facilities are anticipated to continue to meet or exceed the level of service standards adopted in the City of Lake City Comprehensive Plan.
- Rezonings are too conceptual to accurately measure the impact on the property and surrounding area.
- The property is contiguous to residential land and will need to provide a twenty-five feet buffer between the residential land and the development.

Planning Staff Comments

- Staff has determined that the rezoning is consistent with the City Comprehensive Plan and Article 15.2 of the City Land Development Regulations.

QUESTIONS?

ROBERT ANGELO
PLANNER 2
205 N Marion Ave
Lake City, Fl 32055
Planning@Lcfla.Com
386-719-5820

DATE: November 4, 2025

CONSISTENCY WITH SECTION 15.2.2 OF THE LAND DEVELOPMENT REGULATIONS

INTRODUCTION
Daniel Crapps as agent for Price Creek, LLC has requested a zoning change, Z 25-12, to change the Official Zoning Atlas from RURAL RESIDENTIAL COUNTY TO INDUSTRIAL CITY on property identified as parcel id number 02-4S-17-07481-003.

SECTION 15.2.2

1. Conformity with the Comprehensive Plan and the effects upon the Comprehensive Plan.

   The rezoning Z 25-12 would be consistent with the comprehensive plan contingent on the adoption of the partnering FLUM amendment CPA 25-10.

2. The existing land use pattern.

   The property is contiguous to industrial, agricultural, and residential land.

3. The creation of an isolated district unrelated to adjacent and nearby districts.

   The property is contiguous to a industrial zoning district and will not create an isolated district.

4. The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.

   The services are anticipated to continue to meet or exceed the level of service adopted in the Comprehensive Plan.

5. The existing district boundaries in relation to existing conditions on the property proposed for change.

   The property is contiguous to industrial, agricultural, and residential land. The change will increase the industrial zoning district.

6. Changed or changing conditions which justify the recommended action on the proposed amendment.
7. The impact of the proposed change upon living conditions in the neighborhood.

   Any change to the property will change the living conditions of the area because the land is currently vacant.

8. The impact of the proposed change upon drainage.

   The property will need to be permitted thru SRWMD. SRWMD will mitigate any drainage impacts. This will be addressed in the site plan of the project.

9. The impact of the proposed change upon light and air to adjacent areas.

   Any change to the property could have impact on light and air within the area because the land is currently vacant.

10. The impact of the proposed change upon property values in the adjacent area.

    The property is contiguous to an industrial zoning district and is not anticipated to affect property values.

11. The impact of the proposed change upon the improvement or development of adjacent property in accordance with existing regulations.

    The proposed amendment is not anticipated to cause any impact on future development of surrounding parcels.

12. The granting of special privilege to an individual owner as contrasted with the needs of the overall public welfare.

    Approval of amendment Z 25-12 will not grant the landowner any special privilege.

13. Substantial reasons why, if any, the property cannot be used in accordance with existing zoning.

    The current zoning on the property is Rural Residential County. The property needs to have City zoning designation.

14. The impact of the proposed change with regard to the scale of needs of the neighborhood or the City.

    The land is currently vacant and any development will have some impact on the area.

15. The availability of alternate adequate sites in the City in districts already permitting such use.

    Most industrial land is in the City is developed. There is some undeveloped Industrial Land on the northside of Bell Rd.

Summary

The property is contiguous to an industrial zoning district. If this zoning amendment is approved the City facilities are anticipated to continue to meet or exceed the level of service standards adopted in the City of Lake City Comprehensive Plan. Rezoning are too conceptual to accurately measure the impact on the property and surrounding area. The impacts will be reviewed on a deeper level once a site plan is submitted. The property is contiguous to residential land and will need to provide a twenty-five feet buffer between the residential land and the development.

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2339- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION BY RICHARD COLE AND DANIEL CRAPPS AS AGENTS FOR PRICE CREEK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY RURAL RESIDENTIAL (RR) TO CITY INDUSTRIAL (I) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

12. City Council Ordinance No. 2025-2327 (final reading) - An ordinance pertaining to solid waste services and management within the City of Lake City; providing updated definitions; establishing provisions related to third-party and contractor-generated waste; establishing provisions related to storm debris waste contractors; establishing a contractor registration process for declared states of emergency; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Passed on first reading 11/3/25

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2327

AN ORDINANCE PERTAINING TO SOLID WASTE SERVICES AND MANAGEMENT WITHIN THE CITY OF LAKE CITY; PROVIDING UPDATED DEFINITIONS; ESTABLISHING PROVISIONS RELATED TO THIRD-PARTY AND CONTRACTOR-GENERATED WASTE; ESTABLISHING PROVISIONS RELATED TO STORM DEBRIS WASTE CONTRACTORS; ESTABLISHING A CONTRACTOR REGISTRATION PROCESS FOR DECLARED STATES OF EMERGENCY; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake City (the "City") exercises regulatory authority over solid waste services and management in the City (the "Regulatory Function"); and

WHEREAS, to perform its Regulatory Function, the City provides certain services related to solid waste services and management in the City and for the benefit of the public welfare (the "Services"); and

WHEREAS, the has established certain ordinances concerning solid waste services and management in the City (the "Ordinances"), which must be updated from time to time; and

WHEREAS, storm debris removal has been a particularly vexatious activity for the City to manage during declared states of emergency following significant weather events; and

WHEREAS, establishing a regulatory framework to provide order to storm debris removal is for the benefit of the public welfare; and

WHEREAS, the City Council, being fully advised of the facts and circumstances, hereby finds it necessary and in the interest of prudent management of the City's solid waste services to update the definitions in the Ordinances and to establish a regulatory framework concerning storm debris contractors and removal; now, therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

SECTION 1. AMENDMENT OF CHAPTER 83, ARTICLE I – SOLID WASTE SERVICES AND MANAGEMENT, STANDARDS AND REGULATIONS

Chapter 83, Article I, City of Lake City Code of Ordinances is hereby amended to read and provide as follows:

CHAPTER 83 - SOLID WASTE SERVICES AND MANAGEMENT

ARTICLE I. - STANDARDS AND REGULATIONS

Sec. 83-1. - Finding and purpose.

The city finds ~~that~~ it is necessary and fulfills a public purpose to provide for solid waste services ~~to~~ for its citizens and ~~provide~~ for the ~~its~~ efficient management thereof ~~in order~~ to enhance the beauty and quality of the environment of the city; conserve and recycle ~~our~~ the city's natural resources; prevent the spread of disease and the creation of nuisances; protect the public health, safety and welfare; comply with all applicable state and federal laws; and provide a coordinated city-wide solid waste management program.

Sec. 83-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automated collection means a system of waste collection which utilizes automated or semi-automated refuse carts, or dumpsters and collection vehicles capable of automatically or semi-automatically picking up and unloading the refuse cart.

Biohazardous waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste containing human-disease-causing agents; used disposable sharps; human blood, human blood products, and any body fluids; and any other materials representing a significant risk of infection to persons outside of the generating facility or defined as "biohazardous waste," "biomedical waste," or "biological waste" under state or federal law.

Building official means the ~~city~~ director of the city's growth management~~building, zoning and licensing~~ department.

Bulky waste means quantities of municipal solid waste, yard waste or other items ~~whose~~ the large size of which precludes or complicates their handling by ~~trash can residential solid waste collection~~ use of a refuse cart, automated collection, or containerized residential solid waste collection processing or disposal methods. Bulky waste shall not include other municipal solid waste requiring special handling and management, including, but not limited to, white goods, waste tires, refrigerants, used oil, lead-acid batteries, construction and demolition debris, ash

residue, and biohazardous waste.

Citation means a written notice, issued by an officer to a person ~~by an officer, that~~ which person the officer has probable cause to believe ~~the person~~ has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge.

City means the City of Lake City, Florida.

City council or *council* means the City Council of the City of Lake City, Florida.

Collector means any person: (1) employed by, or who contracts with the city, or who has a permit issued by the city; and (2) who is engaged in the collection, transportation, and/or disposal of municipal solid waste or recovered materials from residential, ~~commercial, industrial,~~ institutional, commercial and industrial premises, or other establishments.

Commercial and industrial premises means each or all premises except residential premises.

Commercial municipal solid waste container ~~or commercial solid waste container~~ means a dumpster, roll-off box, compactor, or other container for municipal solid waste approved for commercial use by the city.

~~*Compacted municipal solid waste* means municipal solid waste that has been processed by a compactor.~~

Compactor means any fixed or mobile, manual, mechanical, hydraulic or electrical machine designed and used specifically for compacting, volume reduction, densification, and containing of refuse or recyclables.

Construction and demolition debris (also see *contractor-generated waste*) means discarded materials generally considered to be not water soluble and nonhazardous in nature, including but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; and clean cardboard, paper, plastic, wood, and metal scraps from a construction project. Mixing of construction and demolition debris with other types of municipal solid waste will cause it to be classified as other than construction and demolition debris.

Contained yard waste means yard waste, which is placed in containers, provided by the customer or provided and assigned by the city. Acceptable containers provided by the customer include metal or plastic cans (each not to exceed 32-gallon capacity), or plastic garbage bags, provided ~~that~~ the bags ~~are not over 60-gallon capacity and~~ do not weigh more than 60 pounds. The cans or bags shall be strong enough to support the weight of the contents without tearing, ripping or breaking.

Container means a receptacle for the accumulation of solid waste or recyclable materials including, but not limited to, trash can, roll cart, bulk container or dumpster requiring mechanical lifting, and roll-off, open-top, or compaction containers.

Containerized residential solid waste collection means the collection of residential municipal solid waste from dwelling units whose garbage is collected by means of a central or shared commercial municipal solid waste container and not by means of a ~~garbage can or~~ refuse cart.

Contaminated waste means waste other than horticultural waste or yard waste that is commingled for collection with horticultural waste and/or yard waste.

Contractor-generated waste means construction and demolition debris, or bulky yard waste, or any combination thereof, generated by builders, building contractors, privately-employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services, and nurseries.

Curbside means that portion of the right-of-way adjacent to and abutting the traveled city streets and alleys. The intention of a curbside designation is to allow collection in a rapid manner with walking or reaching minimized. In all cases, the ~~public works director~~city manager or city manager's designee shall have the authority to approve or specify the precise location for such curbside placement.

Curbside collection means the collection of refuse and loose yard waste from a customer receiving residential service by a collector at the curbside.

Customer means the person, organization or corporation responsible for payment of all residential, commercial, or commercially-collected residential services used at a specific location, and further defined as that person, organization or corporation who signed the utility application or commercial service contract requesting that services be made available at the specific location and thereby agreeing to pay for all usage of such services occurring at the location.

Debris contractor means any person, persons acting in concert, corporation, company, partnership, or any other person or entity which, acting on a for-profit

basis, performs cleanup of storm debris.

Dumpster means any container with a capacity of one (1) cubic yard or greater.

~~*Dumpster lock* means a lock provided for commercial sanitation customers requiring lock service. The lock operates with a master key and is the only lock a customer may use to secure its dumpster enclosure with gates.~~

~~*Dumpster pad* means construction of a concrete pad at a location approved by the city.~~

~~*Dumpster pad enclosure* means a three-sided structure used to enclose a dumpster pad. The enclosure may include attachment of swinging gates at the dumpster service entrance of the pad. The enclosure and gates must be constructed in compliance with the city's specifications.~~

Garbage means all accumulations of animal, fruit, or vegetable matter ~~that~~ resultings from the preparation, use, cooking, dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature ~~which is~~ subject to decay, putrefaction, and the generation of noxious and offensive gases or odors, or which, during and after decay, may serve as a breeding or feeding material for rodents, stray animals, flies or other germ-carrying insects.

~~*Gated communities* means a residential development with privately owned homes and roads where ingress and egress to the development is controlled by gates or other forms of security.~~

Hazardous waste means waste ~~which requires~~ requiring special handling due to its acute or chronic effects on air ~~and~~ or water quality, on fish, wildlife, or other biota, and on the health and welfare of the public, including but not limited to, material designated as hazardous in any federal, state, county, or city statute, regulation, or ordinance; also ~~that~~ waste ~~which is~~ determined to be hazardous by the United States Environmental Protection Agency, or any other federal agency.

Horticultural waste means an accumulation of lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, palm fronds, tree branches not exceeding four feet in length and four inches in diameter, bushes or shrubs, green leaf cuttings, vegetables, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or noncombustible materials not susceptible to normal loading and collection in load-packer type sanitation equipment used for regular collections from domestic households. Tree trimmings and palm fronds shall be tied in bundles not exceeding four feet in length, not weighing over 50 pounds, and placed at the curb for pickup. [QUESTION – Do we

collect this type of material through our municipal collection program/system?]

~~*Industrial solid waste* means municipal solid waste generated by manufacturing or industrial processes that is not hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes; electric power generation; fertilized/agricultural chemicals; food and related products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.~~

Junk means ~~household discarded materials, furniture, and any other discarded matter other than garbage and~~trash other than yard waste, which is noncontainable and is abandoned for disposal.

Litter means any garbage, rubbish, trash, refuse, can, bottle, container, paper, lighted or unlighted cigarette or cigar, or other like material which is not containerized.

Loose yard waste means yard waste placed out for collection ~~grass, leaves, tree limbs or other organic cuttings related to the maintenance of lawns or gardens~~ that is not ~~containerized and is placed out for collection~~contained yard waste.

Municipal solid waste means discarded property, whether composed of either organic or inorganic particles or a combination of both, including garbage, junk, refuse and trash. The term does not include recovered materials as defined in ~~F.S. §~~Section 403.703~~(6)~~(24), Florida Statutes or yard waste.

Officer means any code enforcement officer or such other person designated and appointed by the city manager.

Owner means a person who owns, leases ~~or~~, occupies, or otherwise exercises dominion and control over and about property.

~~*Permittee* means any person who obtains a franchise agreement or private hauler permit from the city.~~

Plastic garbage bag means a polyethylene or other heavy-duty plastic bag, ~~which~~ meetings ~~s~~ the National Sanitation Foundation~~,~~ standard for thickness of one and one-tenth mils, ~~has~~ having a capacity not to exceed 32 gallons, and ~~has~~ having a securing mechanism.

Private road means an undedicated paved or unpaved thoroughfare ~~that provides~~

providing vehicular access to developed property.

Private ~~solid waste hauler, private hauler, private collector or hauler~~ means any person engaging in conduct for which a permit is required by the city.

Rates~~~~ ~~shall~~ or *fee* means those charges ~~and fees~~ adopted by the city council by resolution, ordinance, or contract for the collection, disposal, and management of municipal solid waste, yard waste, and recovered materials.

Recovered materials means metal, paper, glass, plastic, textile, rubber or organic, including without limitation, yard waste materials ~~that have~~having known recycling potential, that can be feasibly recycled, and have been diverted and source-separated or have been removed from the municipal solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use ~~that constitutes~~ constituting disposal. Recovered materials are not municipal solid waste.

~~*Recovered materials dealer* means any person who handles, purchases, receives, recovers, sells, or is an end-user of recovered materials and has obtained current certification to be a recovered materials dealer pursuant to the procedures and requirements defined in F.S. §§ 403.7046(1) and 403.7046(3)(b).~~

Recyclable commodities are items which can be reused after processing, and would otherwise be processed as municipal solid waste.

Recyclable materials means those materials capable of being recycled that would otherwise be processed or disposed of as solid waste.

Recycling means any process by which materials, which would otherwise become municipal solid waste, are diverted, collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling container means an authorized container for recyclable commodities.

Recycling dumpster means a dumpster specifically colored and labeled for the collection of specific recyclable commodities.

Refuse means garbage, trash and any other discarded matter ~~which is~~ containable and ~~is~~ abandoned for disposal but ~~is~~ not sought for recycling.

Refuse cart means a serial numbered container with a capacity of between 40 and 96 gallons, on wheels for rolling, with a nonremovable, hinged lid, suited to semi-automated or automated dumping equipment which is provided by the city or its designated contractor.

Rerouting means the purposeful or unintended altering of a planned collection route ~~which prevents~~ preventing the collection of municipal solid waste at the time service is normally provided. Purposeful or unintended altering may include, but is not limited to, obstruction, inaccessibility, customer request, or complaints from nearby residents.

Residential means the use of property as a residential premises.

Residential dwelling means any premises used as a single-family dwelling.

Residential premises means any single-family dwelling or premises used as a multi-family dwelling within the city.

Residential service means the solid waste collection service provided to persons occupying a residential premises within the city.

~~*Salvaging* means the controlled removal of valuable or useful material from municipal solid waste for utilization.~~

Sanitary municipal solid waste system means those formal divisions of the department involved in the management and disposal of municipal solid waste.

~~*Sanitary nuisance* means a condition created by any person(s), or the keeping, maintaining, propagation, existence, or permitting of anything by a person(s) by which the health or lives of individuals may be threatened or impaired, or by which disease may be caused or transmitted.~~

Sanitation services means a city general fund service established pursuant to section 83-3.

~~*Scavenging* means the uncontrolled removal of materials at any point in solid waste management. Sanitary municipal solid waste system means those formal divisions of the department involved in the management of municipal solid waste.~~

Sludge means any solid or semi-solid or liquid generated from any water or wastewater treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or an such waste having similar characteristics or effect.

Special pickup service ~~is~~ means a collection service for pickup of items not authorized on a regular collection schedule. A special pickup service fee is charged based upon the total cost of labor, materials, equipment, and disposal expense incurred as determined by the city.

State of Emergency means any national, state, local, or other formally and officially

declared state of emergency under local, state, or federal law by a governmental authority having jurisdiction in or over the city.

Storm debris means any inorganic or organic refuse material resulting from any man-made or natural disaster, wind or flood event, tornado, tropical storm, or hurricane.

Trash means household discarded materials, furniture, and any other discarded matter, other than garbage, which is abandoned for disposal.

Waste means trash, garbage, rubbish, refuse, special waste, yard waste, or other discarded material resulting from domestic, commercial, or governmental operations, excluding biohazardous waste, biomedical waste, biological waste, construction and demolition debris, hazardous waste, hazardous materials, land-clearing debris, recyclable materials, and recovered materials.

Waste tire means a tire from a motorized vehicle~~, that is~~ no longer suitable for its originally intended purpose because of wear, damage, or defect, or ~~which is~~ no longer intended by the holder thereof for vehicular use.

White goods means inoperative and discarded refrigerators, freezers, ranges, clothes washers and dryers, water heaters, dishwashers, and other similar domestic and commercial large appliances of any color.

Yard waste means grass, leaves, tree limbs, or other organic cuttings related to the maintenance of lawns and gardens. Yard waste is not municipal solid waste.

Sec. 83-3. - Solid waste services established.

The collection and disposal of municipal solid waste and recovered materials, operated and provided by the city, together with all extensions thereof and replacements thereto, are established and declared as general public services for the use and benefit of the city, and to be in the maintenance of public health and general sanitary conditions throughout the city.

Sec. 83-4. - Franchise agents, employees or officials to have same authority as city.

Whenever any act, duty or responsibility is required to be performed under this chapter by any duly authorized agent, employee, or official of the city, or whenever any authority or responsibility is conferred upon or given to any agent, employee, or official of the city, such act, duty or responsibility may be performed or such authority exercised by any agent, servant, employee, or official of any licensed

franchisee or independent contractor with whom a contract for operation ~~with~~ of the sanitary ~~garbage collection and disposal~~municipal solid waste system may be entered into ~~with~~ between such franchisee/contractor and the city. Such act, duty or responsibility may be performed and such authority exercised in the same manner as if performed by any agent, servant, employee, or official of the city; provided, however, that the performance of such act, duty, or responsibility, or the exercise of such authority is granted or authorized, either directly or impliedly, under the term of any franchise agreement or contract between the city and such private franchisee or independent contractor.

Sec. 83-5. - Mandatory service.

~~Every~~ Each use of a single-family dwelling, duplex, multifamily dwelling, residential, and commercial, and industrial ~~user~~ premises within the city must subscribe for solid waste collection and disposal services provided exclusively by the city.

Sec. 83-6. - Authority and duties of city manager.

(a) ~~The~~ Subject to the city's contractual obligations to third-party vendors, city manager shall have the authority to make written regulations concerning the frequency and days of collection, type and location of collection containers, and other such matters pertaining to the storage, collection, conveyance, and disposal as necessary, and to change or modify the same. Such rules and regulations shall be intended to protect the public health, safety, and welfare, and to promote good sanitation and cleanliness, to improve system efficiency, to curb litter, and to protect the environment.

(b) Where prohibited acts or other noncompliance with the provisions of this chapter or written regulations are found, ~~the city code enforcement officer shall issue~~ a notice of code violation shall be issued to the violator by the city manager or city manager's designee.

(c) The city manager shall have the authority to suspend fees for regular residential ~~sanitation~~ service (but not special pickup service)~~fees~~ upon written request of a residential customer who establishes that, for a period of at least one year ~~that~~:

(1) The customer's property will be vacant; and

(2) The property will ~~be generating~~ generate no solid waste or yard waste.

(d) It shall be the duty of the ~~customer services department manager~~ city manager

or city manager's designee to keep an accurate record of all parties using the city's solid waste services and to make charges in conformance with the rates established under this chapter by resolution of the city council.

Sec. 83-7. - Authority to deny service.

The city manager is authorized to deny service to any person not complying with the provisions of this chapter or with the regulations adopted and promulgated by the city ~~manager pursuant to the authority contained in this chapter~~. In the event service is denied, no credit shall be given and billing shall continue.

Sec. 83-8. - Prohibited and unlawful acts.

(a) ~~It~~ Except as otherwise set forth in this chapter, it shall be prohibited and unlawful for any person to:

(1) Place hazardous waste~~s~~, ~~infectious~~ biohazardous waste~~s~~, ~~septic tank wastes~~sludge, or dead animals placed in any manner for collection by the city.

(2) ~~Allow~~ Subject to the following exceptions, allow accumulation of garbage or trash on any premises within the city for a period more than seven days. Failure to remove any such existing accumulation of garbage or trash within 48 hours after due notice thereof from the city shall be deemed a violation of this chapter. Exceptions are:

a. Where severe weather or "acts of God" make it impossible for the municipal solid waste collector normally providing collection services at the premises to perform collection services using normal collection equipment.

b. Official holidays interrupt the normal seven-day collection cycle, in which case collections may be postponed to the next working day of the municipal solid waste collector.

(3) Place municipal solid waste for pick up in plastic garbage bags only without depositing such bags in a residential municipal solid waste container, refuse cart, compactor, or commercial municipal solid waste container.

(4) Cause uncontainerized municipal solid waste to be placed on streets, alleyways, sidewalks, or storm drains.

(5) Cause uncontainerized ~~grass, leaves, or other organic cuttings related to the maintenance of lawns or gardens~~yard waste to be placed out for collection.

~~(6) Produce or accumulate any construction and demolition debris, tree branches or similar debris while acting in the capacity of a contractor (such as a tree surgeon, lawn maintenance crew, landscaper or building contractor) without removal of the same to a designated disposal area~~.

(~~7~~6) Commingle with yard waste any municipal solid waste or non-biodegradable material ~~with yard waste~~.

(~~8~~7) Cause garbage, trash, recyclable materials, and/or ~~horticulture waste~~horticultural waste to be stored in any public place at any time.

(~~9~~8) Cause garbage, trash, recyclable materials, or ~~horticulture waste~~horticultural waste to be stored upon any private property other than that owned or occupied by the individual, except with the written consent of the owner or occupant.

(~~10~~9) Place garbage, trash, recyclable materials, or ~~horticulture waste~~horticultural waste out for collection by any street, alley, service drive, easement, or right-of-way not serviced by city authorized collection trucks.

(~~11~~10) Place garbage, trash, recyclable materials, or ~~horticulture waste~~horticultural waste in a residential municipal solid waste container, refuse cart, compactor, or commercial municipal solid waste container belonging to another without proper authority.

(~~12~~11) Bury refuse, waste matter, rubbish or garbage, including but not limited to, old buildings and structures, whether or not such materials are biodegradable, on any parcel of private property within the city unless properly permitted by required agencies and the city.

(~~13~~12) Burn or cause to be burned any refuse or waste anywhere within the city limits, except as otherwise provided by law.

(~~14~~13) Overload a commercial municipal solid waste container or refuse cart so that it cannot be safely handled by automated or semi-automated equipment.

(~~15~~14) Place bulky waste out for collection within five feet of utility poles, mailboxes, or other permanent vertical structures, on top of surface level utility meters, or directly under overhead obstructions less than 20 feet in height.

(~~16~~15) Block or prevent access to a commercial municipal solid waste container or refuse cart such that it cannot be collected by automated equipment at any time during normal collection hours.

(~~17~~16) Fail to obtain the city's permission to place a municipal solid waste container in the city.

(~~18~~17) Operate any vehicle in the city used in connection with tree trimming, landscaping, lot clearing or lawn maintenance without prominently displaying the business name, occupational license number and business telephone number on the vehicle.

(~~19~~18) Fail to collect donated or discarded materials from a nonpermanent donation center such that donated or discarded materials are on the ground around the donation center for a period exceeding 24 hours.

(~~20~~19) Commit any act prohibited or to fail to do any act required by this chapter or the solid waste regulations.

(~~21~~20) Open, remove, untie, or to interfere with the orderly and legitimate collection of any refuse container, or to collect, disturb, or scatter refuse stored in containers placed for collection and disposal, unless authorized to do so by the city.

(~~22~~21) Remove any material placed in either a city-owned commercial or residential municipal solid waste container, unless such person:

a. ~~Had u~~Unintentionally placed such materials in the dumpster;

b. Is a duly authorized sanitary municipal solid waste system collector engaged in the performance of duties related thereto;

c. Is a law enforcement officer removing the material in the performance of duties; or

d. Is otherwise authorized by law to do so.

(b) Unlawful placement of third-party or contractor-generated waste.

(1) It shall be unlawful for any third-party or person, which third-party or person is acting in the capacity of a contractor (such as a tree surgeon, lawn maintenance crew, landscaper, horticultural nursery, or building contractor), to produce, accumulate, create, or leave storm debris and/or contractor-generated waste, including, but not limited to, construction and demolition debris, horticultural waste, yard waste, tree branches, other solid waste generated by performance of any work by on private property, or debris/waste similar to the foregoing without removal of the same to a designated disposal area by the property owner, the property occupant, or such third-party or person acting in the capacity of a contractor. Proper disposal of such materials

shall be the responsibility of the property owner, the property occupant, or the person acting in the capacity of a contractor. No waste from such operations shall be placed in any residential or commercial container, or set out curbside for collection by the city without prior authorization by the city.

(2) In every contract or agreement to which a debris contractor is a party where such debris contractor is obligated to provide services resulting in the production, accumulation, creation, or placement of storm debris and/or contractor-generated waste, including, but not limited to, construction and demolition debris, horticultural waste, yard waste, tree branches, other solid waste generated by performance of any work by on private property, or debris/waste similar to the foregoing, such contract or agreement shall be in writing, be signed by such debris contractor and the person to whom the contractor is providing services, and include as a material term of such contract or agreement an obligation on the part of such debris contractor to transport storm debris and/or contractor-generated waste to a permitted dumping site as part of the scope of work of such contract or agreement.

(c) *Penalties.* A violation of this section shall be ~~punishable by a fine of $100.00~~subject to penalties pursuant to Section 22-4(b)(13) of this code of ordinances.

Sec. 83-9. - Residential solid waste service standards.

(a) Each residential dwelling shall receive a city-authorized ~~garbage container~~refuse cart. Each container shall bear a serial number, which has been assigned to a street address, and the container shall remain at the assigned property regardless of whether the resident sells or moves. Utility customers terminating or transferring the utility account and not leaving the assigned residential refuse ~~container~~ cart shall be charged a fee for ~~the container~~such refuse cart as determined by the city. Householders may request an additional residential ~~container~~ cart for a fee ~~as determined~~established by the city council.

(b) Residential garbage will be collected no less than one time per week on regular schedules. Pickups shall be not be reduced by holidays, but pickups normally scheduled to be made on a holiday may be rescheduled by the city or its designated representative.

(c) On the day of scheduled service, each ~~container~~ refuse cart shall be placed within three feet of the curb or edge of roadway, except not on a sidewalk. The container may be placed for service on the night prior to collection but no later than

6:00 a.m. on the scheduled service day. All ~~containers~~ refuse carts must be removed from the street by darkness on service day and stored at the residence in a discernable manner. If a ~~container~~ refuse cart remains at the street on a recurring basis, a penalty fee ~~as determined~~established by the city council will be charged. Any such penalty will be assessed with the monthly utility bill for the residential customer.

(d) Residential customers who cannot transport the garbage container because of health reasons or physical limitations may provide a written statement from a physician to qualify and receive "disability" service. This service is available only to disabled customers at the recorded address and when there is no one living at that address who is physically able to roll the cart to the street. A fee ~~as determined~~established by ~~resolution of~~ the city council will be charged for disability services. Disability service accounts shall be renewed annually.

(e) Municipal solid waste, as defined herein, shall not be deposited directly into the carts. To be in compliance with this chapter, all municipal solid waste generated at residential ~~units~~dwellings, other than bulky waste and white goods, must be placed into a plastic garbage bag which is then tied and then disposed of in the appropriate container for the applicable collection method. Garbage placed in unapproved containers or placed outside of the city-approved issued refuse cart will not be picked up. Cardboard boxes must be broken down and placed directly into the refuse cart~~s~~. Municipal solid waste consisting of *de minimis* quantities of construction and demolition debris resulting from minor home repair from the residential dwelling ~~unit~~ may be placed directly into the cart.

(f) Residential garbage not placed within the approved city containers shall not be picked up by the city. Exceptions to this standard will be made during the Christmas holiday period.

(g) Residential ~~horticulture waste~~horticultural waste will be collected as a “regular service” no less than one time per week on regular schedules. Pickups shall be not be reduced by holidays, but pickups normally scheduled to be made on a holiday may be rescheduled by the city or its designated representative.

(1) Regular horticulture service is for one pile of ~~horticulture waste~~horticultural waste, including limbs, trimmings, and cuttings, not to exceed the volume dimensions which measure four feet high by four feet wide by eight feet long. Limbs shall not exceed six feet in length and six inches in diameter. Bushy limbs shall be cut apart and trimmed to lay flat. No one item, including containerized debris, can weigh more than 40 pounds. Persons

placing wastes for collection which exceed these standards shall coordinate with the customer services department for proper removal as a special pickup service at a fee ~~determined~~ established by the city council or designated ~~carrier~~collector.

(2) Grass clipping, leaves, or other organic cuttings related to the maintenance of lawns or gardens must be bagged in a plastic garbage bag, and/or containerized for curbside collection. Loose leaves and grass clippings placed for pickup will be only be removed by "special pickup" service.

(h) ~~Horticulture waste~~Horticultural waste shall be placed for collection immediately adjacent to the premises producing such wastes, but not upon the paved street, sidewalk or storm gutter. The city will not be responsible for damage to sprinkler systems, sprinkler heads, water meters and other objects, including fences, gates and hedges, other plants and trees damaged due to ~~horticulture waste~~horticultural waste being placed over or piled on or against such items as a result of being placed there for collection by the ~~occupants and/or owner of the property~~customer.

(i) No ~~horticulture waste~~horticultural waste shall be placed for collection against or within ten feet of any wall, fence, vehicle, electric pole, down guys, utility lines, traffic control device, telephone interface junction panel, water valve box, manhole, tree, or any other obstruction so as to impede collection.

(j) No ~~garbage or other solid waste materials~~contaminated waste shall be placed for collection ~~commingled with horticulture waste~~horticultural waste. ~~Commingled~~ Contaminated waste ~~of this nature shall constitute a contaminated waste pile and~~ will only be removed by ~~"~~special pickup~~"~~ service.

(k) Accumulations of residential yard waste, trash or other refuse cleared from vacant property, or of construction and demolition debris, or other such rubble or refuse deposited on either vacant or occupied property, will not be picked up by as part of regularly scheduled weekly collection of solid waste, whether or not such refuse accumulations are the result of fire, windstorm, or other forces of nature, or of actions of an owner, tenant, or contractor. If an owner or tenant requests the city to remove and dispose of such refuse accumulation, and the city agrees, such owner or tenant shall pay to the city a ~~"~~special pickup service~~"~~ fee based upon the total cost of labor, materials, equipment and disposal expense incurred or used therefor.

(l) Waste placed for collection in violation of any section of this chapter shall be tagged with written notice stating that the occupant of the premises must remove

same within 48 hours. If the occupant fails to remove the waste, the city will pick up this accumulation and the occupant will be charged for a ~~"~~special pickup~~"~~ service. The special pickup service fee will be charged with the occupant's monthly utility bill.

(m) Bulky wastes and white goods.

(1) ~~Residential solid waste consisting of discarded furniture and bedding items~~ Residential junk shall be collected on a weekly basis as a regular service by the city. The volume of such ~~waste~~ matter shall not exceed dimensions which measure four feet by four feet by eight feet.

(2) White goods shall be collected as only as a ~~"~~special pickup~~"~~ service. All airtight units shall have the doors removed before being placed for collection separately at a curbside location within three feet from the traveled portion of the public street adjacent to such premises in such a manner as to not interfere with or endanger the movement of vehicles or pedestrians. All stand-up items shall be laid flat. Scrap metal such as poles, pipes and antennas shall be cut or bent into pieces not longer than six feet. Refrigerators, freezers, air conditioners or any other appliance or white good containing refrigerants must be handled as ~~special~~ hazardous waste.

(n) *Hazardous waste.* A person generating or otherwise responsible for disposing of hazardous waste shall arrange with the city's customer service department for special pickup service, or otherwise directly contract with a collector for removal and disposal of such hazardous waste.

Sec. 83-10. - Solid waste service standards—In general.

(a) *Exclusive service.* ~~Nonresidential s~~Solid waste service users which are not residential customers within the city shall subscribe for solid waste collection and disposal services provided exclusively by the city or any licensed franchise agent or independent contractor with whom a contract for operation with the sanitary ~~garbage collection and disposal~~municipal solid waste system may be entered into with the city.

(b) *Collection containers.* Nonresidential solid waste containers shall be of adequate size and shall be serviced with appropriate frequency as determined by the city or designated franchise agent to prevent unsightly, unhealthy or objectionable accumulations. It shall be unlawful to place a container at a location which is not approved by the city, and it shall be unlawful for any person or owner

to remove, or permit to be removed, a city-permitted container from such approved designated location without the consent of the city.

(c) *Waste collection on private property.* Where it is necessary for the sanitation carrier to drive on private roads or driveways to reach designated points of collection on private property, it shall be the duty of any person, developer, architect, or agent in charge of the construction or maintenance of said private roads which are new or existing that are dead-end, continuous, or driveways to ensure that the same are constructed and maintained so as to accommodate fully loaded waste collection vehicles.

(d) *Missed collection service.* Missed service must be reported on the same day the service was scheduled to be performed. If it is verified by the city that the service route was performed and that the container was not placed at curbside or was uncollectable due to obstruction or overloading and the customer requests collection service to empty the container before the next scheduled collection day, the customer shall be charged a rerouting or extra dumping fee.

(e) *Special pickup service.* Collection service for pickup of items not authorized on a regular collection schedule include, but are not limited to the following: All bulky wastes exceeding size thresholds, white goods, contaminated ~~horticulture waste~~horticultural waste piles, loose leaves and grass clippings, and any other unaccepted residential waste as determined by the city. Special pickups will be coordinated by the resident with the city customer service department as to time, place, date and items to be picked up. The special pickup fee shall be charged with the customer's next regular utility bill.

(f) *Removal of objects fallen off vehicles.* Any owner, lessee, or driver of any motor vehicle or boat from which any materials or objects have fallen, blown, leaked, sifted or otherwise escaped shall immediately cause the materials or objects to be cleaned up and shall pay any costs thereof.

(g) *Multifamily dwellings.* In lieu of the requirement of residential ~~garbage~~ refuse carts, multiple or multifamily dwellings or group of such dwellings may be required dumpster services as determined by the city.

(h) *State of emergency.* If a state of emergency has been declared by the city council residential garbage and trash collection shall be made in accordance with the emergency plans of the city as authorized by the city manager or designee.

Sec. 83-11. - Use of containers; preparation of nonresidential waste for collection.

(a) At multifamily residence and places of business where dumpsters or recycling containers are provided by the city, no municipal solid waste or recyclable commodities shall be placed in or collected from any location or container other than the dumpster or recycling container placed by the city. Cardboard boxes, wooden boxes, crates and other bulky objects shall be broken down before being placed in a dumpster.

(b) It shall be unlawful to dump or place, or cause to be dumped or placed, any municipal solid waste or litter of any kind in any dumpster owned by the city or placed for service by authority of the city, by anyone other than the individual renting the dumpster or authorized to use the dumpster by the renter.

(c) In business districts, only municipal solid waste shall be deposited in dumpster or approved solid waste container provided by the city. All municipal solid waste (excluding hazardous waste) such as wet garbage or food waste shall be drained and placed in a removable plastic garbage bag not less than 1½ mil thick and securely closed before being placed in the solid waste container. Solid waste containers shall be kept tightly covered at all times except when it is necessary to lift the cover to deposit municipal solid waste in the container.

Sec. 83-12. - Authority to inspect premises.

The fact that any residence or any place of business has water service and a certificate of occupancy shall be prima facie evidence that municipal solid waste is being generated and accumulated on such premises and the city may inspect and supervise such premises and remove or cause the removal therefrom of all municipal solid waste found thereon, or notify the proper persons if such removal is not the responsibility of the city. If the city must remove the waste to protect public health and safety or maintain cleanliness, the amount of solid waste removed and the amount of labor needed to collect such waste shall be quantified and the appropriate special service fee shall be applied to the property owner's next monthly utility bill.

Sec. 83-13. - Standards for private collectors and outside collectors.

(a) *Requirements during construction.* Prior to the issuance of a building permit by the city building official for the construction of a new structure or the extensive renovation or modification of an existing structure, provisions must be made for the on-site storage and handling of refuse.

(b) *Procedures for removal of construction wastes.* Builders, building contractors

and construction tradesman shall use city-designated services for removing from the site all construction and demolition wastes (excepting earth) emanating from their work. ~~P~~A private~~ly operated or company-owned waste disposal services~~ collector may be used when approved by the city manager or designee. Builders shall be responsible for removal and lawful disposal of excavated earth materials within 30 days of accumulation.

(c) *Responsibility for removal of waste by producer.* It shall be unlawful for any person upon vacating or moving from any dwelling, storeroom or any other building situated within the corporate limits to fail to remove all garbage, rubbish and debris from such building and premises and grounds appurtenant thereto, or to fail to place said waste in an approved sanitary container for disposal in accordance herewith. Failure of a renter; lessee, and/or tenant to comply with this requirement shall obligate the property owner of record to fulfill the responsibility of compliance with this chapter.

(d) *Transportation over city streets.* Collectors of commercial refuse and collectors of refuse collected from outside the city desiring to haul over the streets of the city may do so provided they use vehicles designed or outfitted so as to prevent the refuse carried therein from being blown, dropped or spilled from said vehicle.

Sec. 83-14. - Waste collection fees set by city council.

City shall be responsible for monthly billings to and collecting from all residential customers receiving basic residential services and additional services from the collector. The collector shall be responsible for monthly billing to and collecting from all commercial customers receiving refuse collection and disposal services from the collector. This service shall include trash and garbage removal and shall be charged to the consumer at a rate prescribed by the city council. If the utilities customer is a lessee of the premises serviced, or one other than the record owner thereof, the property owner of record shall be jointly responsible for the payment of the utilities that will include the fees for waste removal.

Secs. 83-15. - Waste disposal in states of emergency.

During any period of a declared state of emergency in the city:

(a) A debris contractor shall comply with the provisions of Paragraphs (b) and (c) of Section 83-8.

(b) Before providing debris management or removal services to a person in the

city, a debris contractor shall first register with the city department designated by the city manager. As a condition of being issued a registration number by the city, the following information shall be provided by a debris contractor to the city department designated by the city manager:

(1) The name of the debris contractor.

(2) The name or names of up to three designated natural persons to serve as primary contacts for the debris contractor, and a copy of the driver license of such designated natural person or persons.

(3) The mobile telephone number for the natural person or persons designated in Paragraph (b)(2) of this Section 83-15 where such telephone number shall be associated with a telephonic device capable of sending and receiving telephone calls and SMS/text messages.

(4) An email address for each natural person designated by a debris contractor as contact person pursuant to Paragraph (b)(2) of this Section 83-15.

(5) Name, primary business physical address, and primary mailing address for such debris contractor's designated agent for service of documents, citations, and complaints.

(6) Certification from a natural person designated pursuant to Paragraph (b)(2) of this Section 83-15 that the debris contractor has not been previously suspended or denied registration by the city or Columbia County at any time prior to the date of the certification.

(c) All information obtained pursuant to Paragraph (b) of this Section 83-15 shall be subject to administrative verification by the city manager or city manager's designee. Upon verification of the information obtained pursuant to Paragraph (b)(2) of this Section 83-15, the debris contractor shall be issued a registration number.

(d) The city manager or the city manager's designee shall deny issuance of a registration number to a debris contractor if any information supplied pursuant to Paragraph (b)(2) of this Section 83-15 cannot be verified, shall provide notice to the subject debris contractor of such denial, and shall, within three working days following such notice to the subject debris contractor, allow the subject debris contractor the opportunity to cure any deficiencies in the information provided to the city manager or city manager's designee by such debris contractor.

(e) The city manager or city manager's designee shall revoke a debris contractor's

registration issued pursuant to this Section upon the violation of this Chapter 83, or upon the violation of any other provision of local, state, or federal law. The subject debris contractor shall immediately suspend all work in the city, including, but not limited to providing storm debris management and removal services following such revocation of registration.

(f) The natural person designated by a debris contractor pursuant to Paragraph (b)(2) of this Section 83-15 shall be located and situate within the boundaries of Columbia County, Florida at all times during which such debris contractor is providing storm debris management and removal services in the city.

(g) At least once each calendar day for each calendar day during which such debris contractor provides storm debris management and removal services in the city, a debris contractor shall access for the purpose of reading any email communications from the city, the email address or addresses provided pursuant to Paragraph (b)(4) of this Section 83-15.

(h) A debris contractor shall prominently display on the interior dash, and on the right and left side of the exterior of any motor vehicles used in the delivery of storm debris management and removal services in characters printed in black on a white background, which characters are no less than four inches in height, and otherwise clearly legible, the registration number provided to such debris contractor pursuant to Paragraph (c) of this Section 83-15.

(i) A debris contractor shall include in each and any contract or agreement between such debris contractor and an owner to provide storm debris management and removal services in the city a provision in substantially the following form:

The owner shall initial beside one of the following provisions:

(_____):This is a contract to provide storm debris management
Initials and removal services. Pursuant to Chapter 83 of the City of Lake City Code of Ordinances, the debris contractor providing such services as set forth in this contract shall transport storm debris and/or contractor-generated waste* to a permitted dumping site as part of the scope of work of this contract or agreement. The transportation of and any fees associated with discharge of such storm debris and/or contractor-generated waste* is included in the storm debris management and removal services* to be provided to the owner by the debris contractor* being a party to this agreement.*

(_____):This is a contract to provide storm debris management

Initials *and removal services*. Owner* shall transport storm debris and/or contractor-generated waste* to a permitted dumping site as part of the scope of work of this contract or agreement and shall hold harmless the contractor for same. Chapter 83 of the City of Lake City Code of Ordinances prohibits the curbside* placement of such storm debris* and/or contractor-generated waste* for disposal by the city or by a collector* employed by or otherwise performing services pursuant to a contract with the city. Pursuant to Chapter 83 of the City of Lake City Code of Ordinances, owner shall be subject to fines for curbside* placement of such storm debris* and/or contractor-generated waste* resulting from the services hereby provided by contractor; and/or for failure to transport to a permitted dumping site, storm debris and/or contractor-generated waste resulting from the services hereby provided by contractor.*

* *As defined in Chapter 83 of the City of Lake City Code of Ordinances.*

(j) A debris contractor shall be prohibited from contracting with a third-party (other than an owner) to provide storm debris removal or transport services to remove or transport storm debris from a property where the owner of such property contracted with such debris contractor to provide storm debris management services.

(k) A debris contractor shall, before the end of each calendar day during which calendar day such debris contractor provided storm debris management and removal services in the city, and from an email address supplied pursuant to Paragraph (b)(4) of this Section 83-15, send an email to an email address provided to such debris contractor by the city manager or the city manager's designee, containing the following information:

(1) The name of the debris contractor.

(2) The physical address of each property to which the debris contractor has provided storm debris management and removal services in the city for such calendar day, or on any prior calendar day where such services have not previously been reported, accompanied by the name and mobile telephone number of an owner of such property which owner authorized the debris contractor to perform such services on such property.

(l) A debris contractor shall, at the request of the city manager or the city manager's designee, provide to same within three calendar days following such

request, a copy of any contract, agreement, work order, purchase order, or other document between such debris contractor and an owner of property to provide to such owner storm debris management and removal services where such property is located in the city.

(m) The city manager or the city manager's designee shall cause to be liberally posted signage throughout and at the borders of the city providing notice of the requirements of this Section 83-15 to persons being in and entering into the city.

(n) A registration obtained by a debris contractor pursuant to this Section 83-15 shall expire at the end of the last calendar day of the calendar year in which such registration was obtained.

Secs. 83-16—83-30. - Reserved.

SECTION 2. SEVERABILITY.

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 3. CODIFICATION AND SCRIVENOR'S ERRORS.

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

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

SECTION 5. EFFECTIVE DATE

This ordinance shall be effective as of the date of its adoption.

PASSED upon first reading this _____ day of _____, 2025.

NOTICE PUBLISHED on the ____ day of _____, 2025.

PASSED AND ADOPTED on the second and final reading this _____ day of _____, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Ordinance Number: 2025-2327
Passed on first reading on November 3, 2025

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	✓			
Tammy Harris, Council Member	✓			
Chevella Young, Council Member	✓			
Ricky Jernigan, Council Member	✓			
James Carter, Council Member	✓			

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

Audrey Sikes

AUDREY SIKES, MMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2025-2327

AN ORDINANCE PERTAINING TO SOLID WASTE SERVICES AND MANAGEMENT WITHIN THE CITY OF LAKE CITY; PROVIDING UPDATED DEFINITIONS; ESTABLISHING PROVISIONS RELATED TO THIRD-PARTY AND CONTRACTOR-GENERATED WASTE; ESTABLISHING PROVISIONS RELATED TO STORM DEBRIS WASTE CONTRACTORS; ESTABLISHING A CONTRACTOR REGISTRATION PROCESS FOR DECLARED STATES OF EMERGENCY; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1]. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

13. City Council Ordinance No. 2025-2341 (final reading) - An ordinance of the City of Lake City, Florida, relating to the use of a Speed Detection System in school zones in the City of Lake City, Florida; creating Chapter 98, Article V, Section 98-85 of the City of Lake City Code of Ordinances entitled "School Speed Zone Infractions" which authorizes a school speed zone speed enforcement program and use of Speed Detection Systems; providing program implementation requirements; designating school zones and enforcement; providing legislative findings; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Passed on first reading 11/3/25

CM/rrp
10/28/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2341

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE USE OF A SPEED DETECTION SYSTEM IN SCHOOL ZONES IN THE CITY OF LAKE CITY, FLORIDA; CREATING CHAPTER 98, ARTICLE V, SECTION 98-85 OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SCHOOL SPEED ZONE INFRACTIONS" WHICH AUTHORIZES A SCHOOL SPEED ZONE SPEED ENFORCEMENT PROGRAM AND USE OF SPEED DETECTION SYSTEMS; PROVIDING PROGRAM IMPLEMENTATION REQUIREMENTS; DESIGNATING SCHOOL ZONES AND ENFORCEMENT; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida ("City") possesses broad home rule powers granted under the State of Florida Constitution, and pursuant to the grant of power set forth in § 2(b), Article VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the Florida Legislature may act, unless otherwise prohibited or preempted; and

WHEREAS, on July 1, 2023 Chapter 2023-174, Laws of Florida ("Chapter 2023-174") became effective, allowing Speed Detection Systems, as defined therein, in school zones; and

WHEREAS, Chapter 2023-174 provides a municipality may issue Notices of Violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of Section 316.1895 and Section 316.183, Florida Statutes, which violations are captured by speed detection systems during specified time periods; and

WHEREAS, Chapter 2023-174 further provides for notice to the registered owner of the subject vehicle, a hearing procedure, appellate remedies, and the assessment and remittance of civil penalties and costs; and

WHEREAS, Chapter 2023-174 requires municipalities electing to operate a school speed zone detection program to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicle; and

WHEREAS, Chapter 2023-174 restricts the location and use of speed detection systems to school zones the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the City must determine the appropriate speed detection system vendor and procure such a vendor to assist with the City's school zone speed enforcement program in cooperation with the relevant City staff, and in conformance with all requirements set forth in Chapter 2023-174; and

WHEREAS, the Columbia County School District has hundreds of students across multiple school sites and serves as the school district for the City; and

WHEREAS, the School Speed Zone Speed Study dated February 20, 2024, ("Study") in the form of the exhibit attached hereto provides data and evaluation criteria to support a finding that certain schools, and associated school zones, have a heightened safety risk; and

WHEREAS, the Study determined during the time periods when certain of the school zones for the following schools are active, fifty (50) or more drivers exceeded the school speed zone speed limit during the combined arrival and dismissal periods for said schools:

1) Minnie J. Niblack Elementary School, 860 NW Center St, Lake City, Florida.
2) Lake City Middle School, 843 SW Arlington Blvd, Lake City, Florida.
3) Summers Elementary School, 1388 SW McFarlane Avenue, Lake City, Florida.
4) Richardson Sixth Grade Academy, 646 SE Pennsylvania Street, Lake City, Florida (sharing school zone data with Melrose Park Elementary School located at 820 SE Putnam Street, Lake City, Florida); and

WHEREAS, the City Council finds that signalized school zones having fifty (50) or more drivers exceeding the school zone speed limit during the combined arrival and dismissal periods when the school zone is active constitutes a heightened safety risk warranting additional enforcement measures, including, but not limited to, Speed Detection Systems; and

WHEREAS, based on the traffic data and other evidence presented in the Study, the City determined that certain schools set forth in this Ordinance have a heightened safety risk which supports the installation of school speed zone safety cameras; and

WHEREAS, the Study is incorporated by reference as the "School Zone Speed Study of February 20, 2024", and is submitted to the City Clerk as information supplemental to this Ordinance as part of the record at the time of adoption of this ordinance; and

WHEREAS, as part of the public hearing on this matter, the City Council of the City of Lake City ("City Council") has considered the data and other evidence provided by City staff supporting the installation and operation of speed detection systems on roadways maintained as school zones and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measure on the roadway maintained as a school zone; and

WHEREAS, the City Council finds that motor vehicles speeding on a roadway maintained as a school zone before, during and after school hours is a hazard that threatens the health, safety, and welfare of students and pedestrians in the City, and that enforcement of applicable speed limits in school zones before, during, and after school session through the use of a speed detection system may reduce safety risks in school zones, City Council approves the implementation of a school zone speed detection program pursuant to the rules and regulations of Chapter 2023-174 and other applicable state laws; now, therefore,

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

SECTION 1. CHAPTER 98, ARTICLE V OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SCHOOL SPEED ZONE INFRACTIONS" IS HEREBY CREATED TO READ AS FOLLOWS:

Sec. 98-85. School speed zone enforcement cameras.

a) **Intent.** The intent of this section is to protect the health, safety, and welfare of the citizens of Lake City by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone as authorized under Section 316.008, pursuant to Section 316.1895, within the jurisdiction of the City, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This section provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

b) **Definitions.** For the purposes of this section, the following terms shall have the meanings given below:

Hearing procedures means the procedures set forth under Section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a local hearing officer.

Law enforcement officer means, as defined by Section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer means the City Code Enforcement Board and/or a Code Enforcement Hearing Officer/Special Magistrate.

Motor vehicle means, as defined by Section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation means the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a Speed Detection System and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by Section 316.1896, Florida Statutes, as it may be amended.

School Zone means that portion of a street or highway established as a school zone pursuant to Section 316.1895, Florida Statutes, as it may be amended.

School Zone Speed Enforcement Program means the regulations and procedures governing the use of Speed Detection Systems on roadways maintained as a School Zone within the jurisdiction of the City, as provided for by applicable law and established by this section.

School Zone Speed Infraction means a violation of Section 316.183 or Section 316.1895, Florida Statutes, captured by a Speed Detection System on a roadway maintained as a School Zone during the hours provided for by appliable law and set forth in this section.

School Zone Speed Limit means the regularly posted or reduced posted speed limit within a school zone pursuant to Section 316.1895, Florida Statutes.

Speed Detection System means a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in Section 316.003(83), Florida Statutes, as it may be amended.

Traffic infraction Enforcement Officer means a person who meets the qualifications established by Section 316.640, Florida Statutes, as it may be amended.

Uniform Traffic Citation means the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by Section 316.1896 and Section 316.650, Florida Statutes, as amended.

c) **Use of speed detection systems.** Pursuant to Section 316.008(9), Florida Statutes, the City of Lake City elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

d) **Program administration.**

1) The Lake City Police Department in cooperation with any necessary City staff and any approved vendor and its employees and agents, shall be enabled and empowered by this section to assist with the City's school zone speed enforcement program. This section shall further enable the City to enter into agreements with one (1) or more vendors to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state or local legal requirements or this section.

2) The City may utilize a Code Enforcement Hearing Officer/Special Magistrate, and/or its Code Enforcement Board as its local hearing officer, who shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation.

3) The City shall, from time to time, designate a member of its existing staff to serve as clerk for the hearings before a local hearing officer.

e) **Program implementation requirements.**

1) **Vendor contract.** City Council shall approve any contract for placement or installation of a speed detection system in a school zone in accordance with Section 316.0776, Florida Statutes.

2) **Installation and operation of Speed Detection Systems.** Pursuant to Section 316.008 and Section 316.0776, Florida Statutes, Speed Detection

Systems may be installed and operated only in the School Zones designated by this section and/or subsequent amendments thereto.

3) **Signage requirements.** The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any Memorandum of Understanding or other written agreement that may be entered into between Lake City Police Department and/or the City and its vendor(s).

4) **Public awareness.** Pursuant to Section 316.0776, Florida Statutes, before notices of violation for School Zone speed infractions may be issued, a public announcement and thirty-day public awareness campaign of the initial proposed use of Speed Detection Systems must be conducted. During the thirty-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

f) **Designation of School Zones.** Having considered evidence at a public hearing supporting the installation and operation of speed detection systems on certain roadways maintained as school zones within the jurisdiction of the City, the school zones on the roadways serving the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of Speed Detection Systems pursuant to Section 316.008, Florida Statutes. Additional Speed Detection Systems may be approved via amendment to this subsection in accordance with applicable law.

1) Minnie J. Niblack Elementary School located at 860 NW Center St, Lake City, Florida served by the following school zones:

i. School zone located on NE Bascom Norris Drive.

ii. School zone located on NE Center Avenue.

2) Lake City Middle School located at 843 SW Arlington Blvd, Lake City, Florida served by the school zone located on SW Grandview Street.

3) Summers Elementary School located at 1388 SW McFarlane Avenue, Lake City, Florida served by the school zone located on SW McFarlane Avenue.

4) Richardson Sixth Grade Academy located at 646 SE Pennsylvania Street, Lake City, Florida served by the following school zones:

i. School zone located on Baya Drive.

ii. School zone located on E Duval Street.

g) **Enforcement procedures.**

1) **General powers.** The Lake City Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of Section 316.183 and Section 316.1895, Florida Statutes, through the use of a Speed Detection System for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation. The Lake City Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this section.

2) **Review of speed detection system information.** Information captured by a speed detection system shall be reviewed by an authorized employee or agent of the City of Lake City.

3) **School zone speed detection system violations.** The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:

i. For a violation of Section 316.1895, Florida Statutes, in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program.

ii. For a violation of Section 316.1895, Florida Statutes, in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

iii. For a violation of Section 316.183, Florida Statutes, in excess of ten (10) miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

iv. For a violation of Section 316.1895, Florida Statutes, in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.

4) **Notice of violation.** A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under Section 316.1896.

5) **Hearing procedures and appeals.** Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and Section 316.0083(5) and Section 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with Section 316.1896, Florida Statutes.

6) **Defenses, penalties and costs.** The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with Section 316.1896, Florida Statutes. In accordance with Section 316.1896(14)(e), Florida Statutes, the local hearing officer must assess the statutory authorized penalty if the petitioner is found in violation and may also require the petitioner to pay municipal costs not to exceed two hundred fifty dollars ($250.00) per violation. A registered owner who receives a notice of violation may, within thirty (30) days:

i. Pay the fine of one hundred dollars ($100.00), as fixed by Section 318.18(3)(d), Florida Statutes, as it may be amended.

ii. Submit an affidavit establishing an exception to liability pursuant to Section 316.1896(8), Florida Statutes, as it may be amended; or

iii. Request a hearing.

7) **Issuance of a uniform traffic citation.** A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to Section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of Section 316.1895 or Section 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted by the City to the Columbia County Clerk of the Court for disposition by the county court.

h) **Collection of evidence, public records, and retention requirements.** In accordance with Section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to

document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. Any recorded video or photograph obtained via a speed detection system must be destroyed within ninety (90) days after the final disposition of the recorded event, pursuant to Section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year. All public records related to the administration of this section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

i) **Annual reporting requirements.** The City, with the assistance of the Lake City Police Department and/or the vendor, will annually report on the City's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with Section 316.0776 and Section 316.1896, Florida Statutes as they may be amended from time to time. Pursuant to Section 316.0776(3)(c), Florida Statutes, the compliance or sufficiency of compliance with this subsection may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

j) **Remittance of collected fines and costs.** All fines and costs collected pursuant to this section must be remitted in accordance with Section 316.1896 and Section 318.18, Florida Statutes and any other relevant state law.

k) **Resolution of conflict of laws.** In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law, or otherwise, mandates standards or requirements that are stricter than the provisions of this section, or where a matter is addressed by Florida law that is not addressed by this section, then said law shall govern. In situations where this section addresses a matter in a manner that is stricter than that of Florida law, the provisions of this section shall control.

SECTION 2. CODIFICATION.

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk’s designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

SECTION 4. PROVIDING FOR SEVERABILITY

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting on the ____ day of November, 2025.

PUBLICALLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida, on the ___ day of November, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

RedSpeed®

School Zone Speed Study

Conducted by RedSpeed for City of Lake City

February 20th, 2024

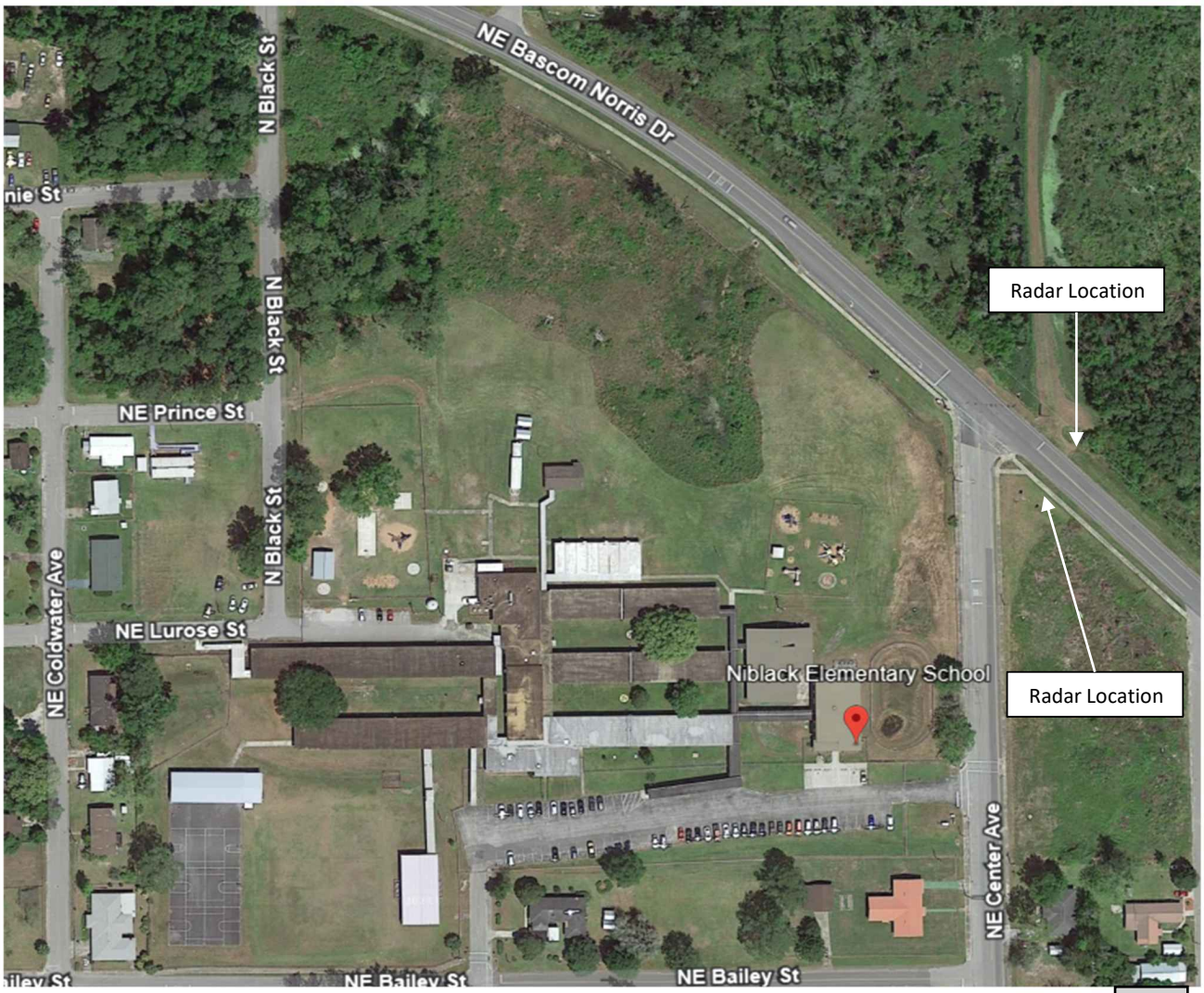
CONTACT Greg Parks, *VP of Sales* | greg.parks@redspeed.com | 913–575-2912

RedSpeed traffic studies demonstrated more than 100 daily drivers exceeding the posted speed by more than 10+ mph at *four (4)* City of Lake City school zones.

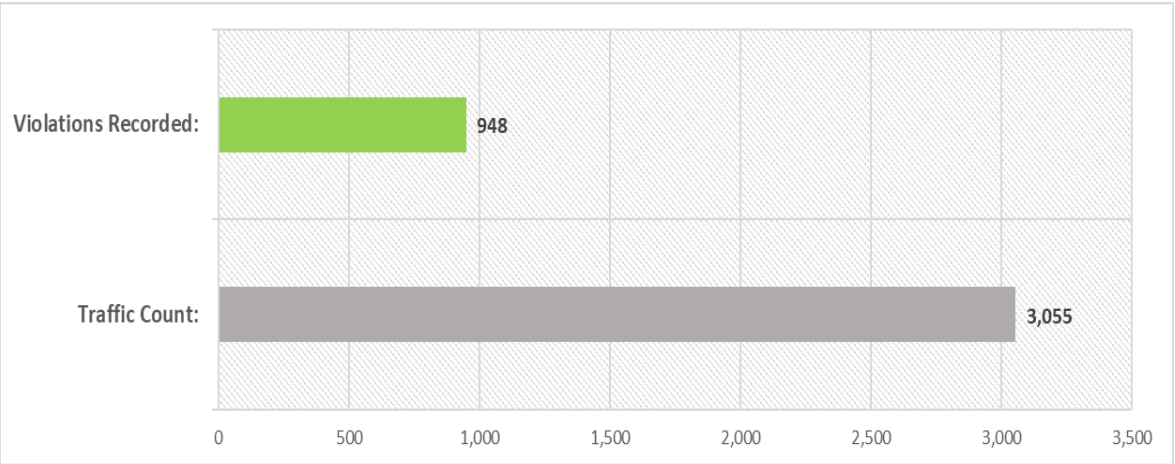
Schools Studied	Street	Violators 10+ over
Niblack Elementary School	NE Bascom Norris Dr.	948
Melrose Park Elementary School	Baya Dr.	665
Melrose Park Elementary School	E. Duval St.	656
Lake City Middle School	SW Grandview St.	347
Niblack Elementary School	NE Center Ave.	91
Summers Elementary School	SW McFarlane Ave.	64
Melrose Park Elementary School	SE Ermine Ave.	44

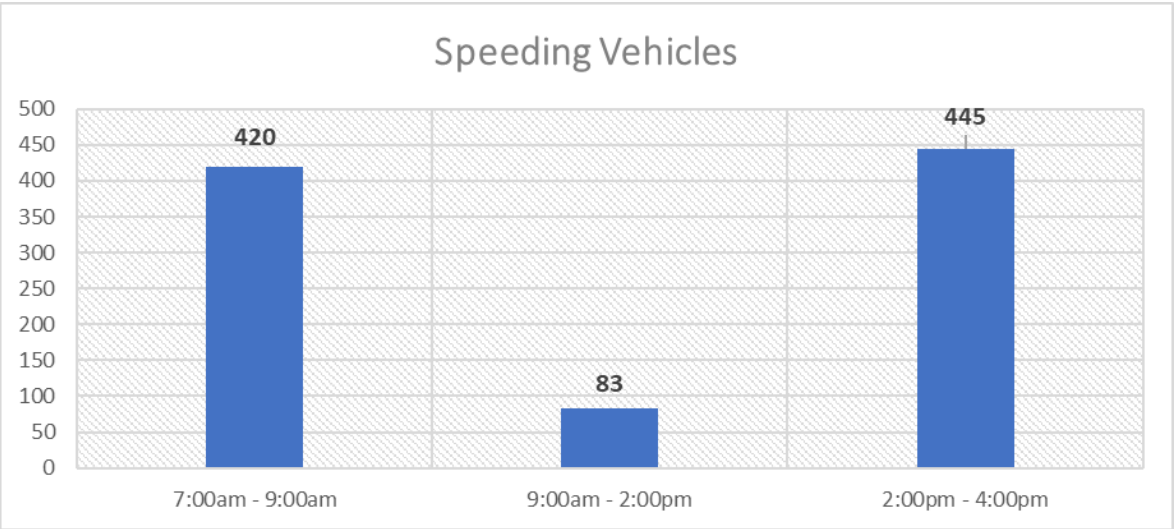
Florida Schools Speed Study
Niblack Elementary School, Lake City

Study Location : NE Bascom Norris Dr. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	45 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 56 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/28/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	3,055
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	948



Niblack Elementary School, Lake City





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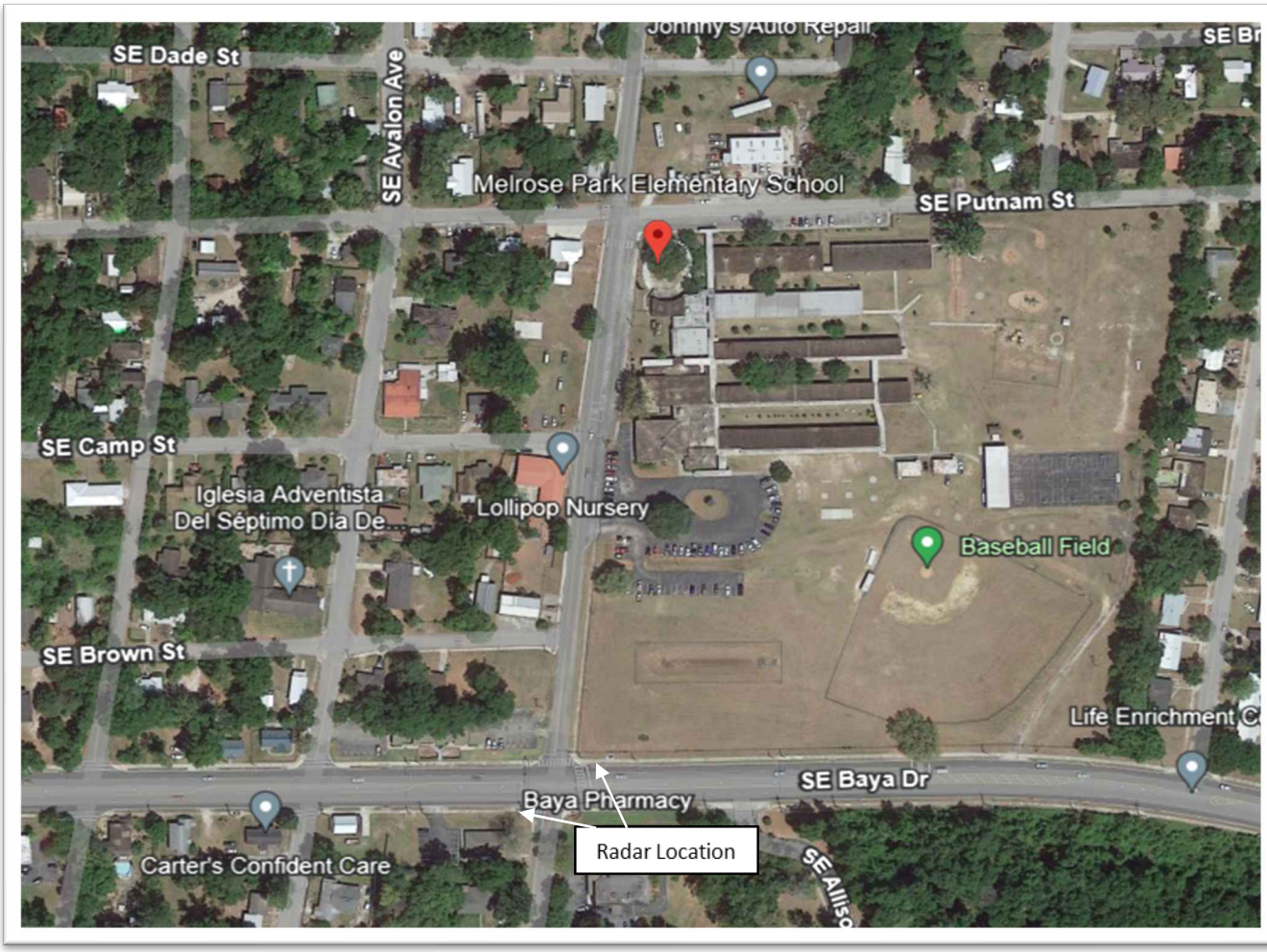
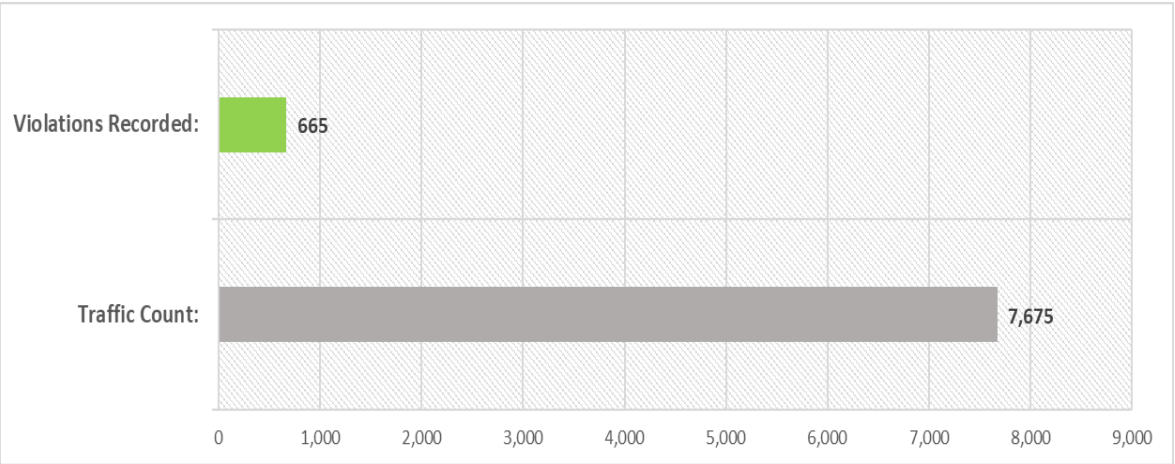
31+ MPH	132	288	0	0	0	0	0	148	297	**865**
56+ MPH	0	0	18	15	13	20	17	0	0	**83**
Total	132	288	18	15	13	20	17	148	297	**948**

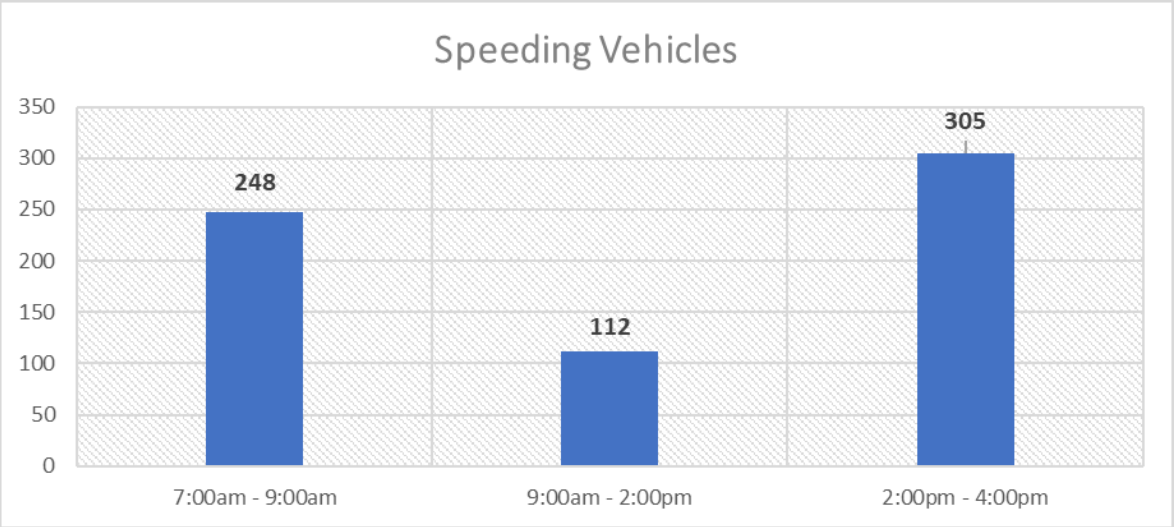
Melrose Park Elementary, Lake City

Study Location : Baya Dr. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	45 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 56 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/20/2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	7,675
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	TWO LANES IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	665



Melrose Park Elementary, Lake City





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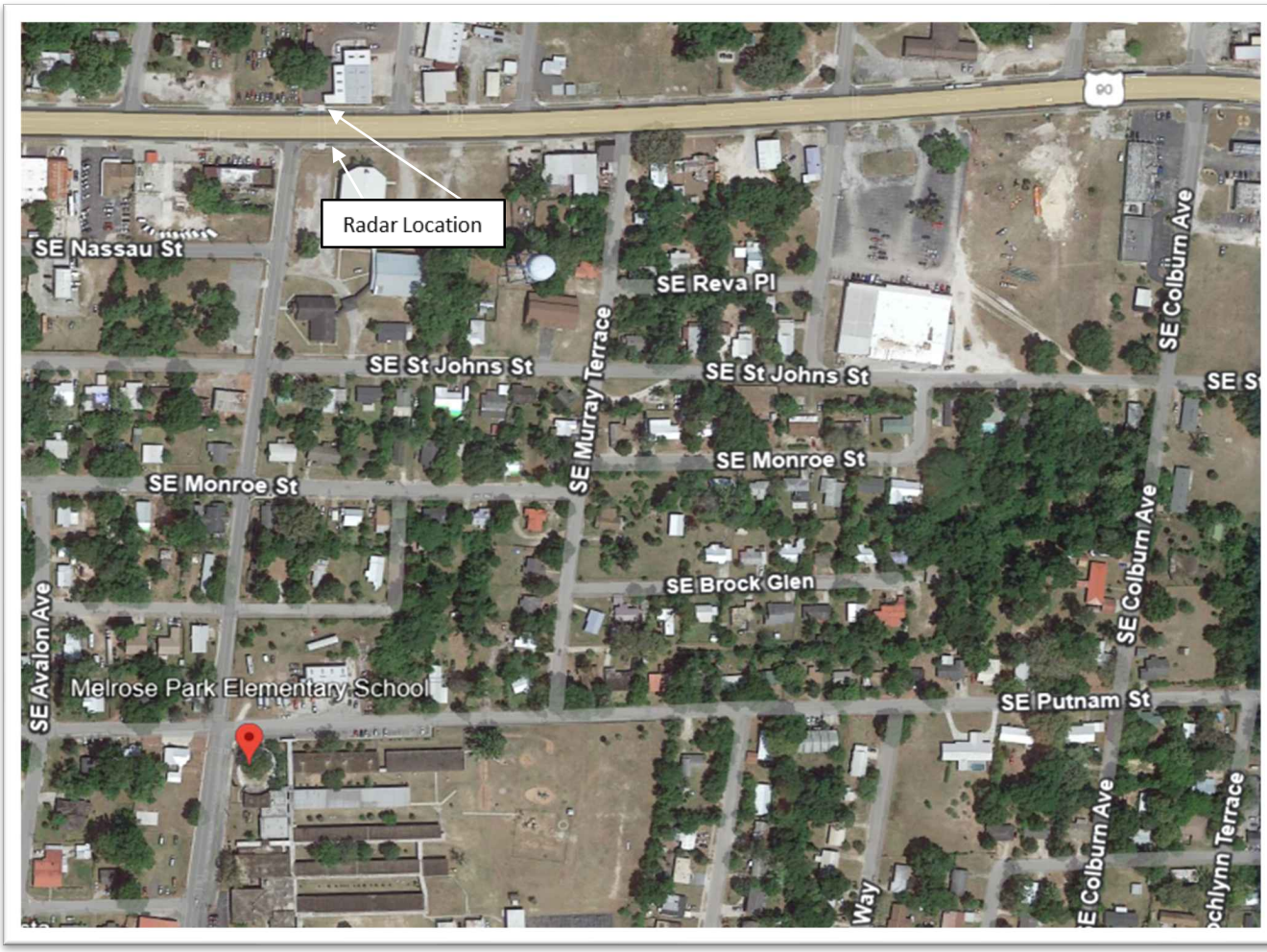
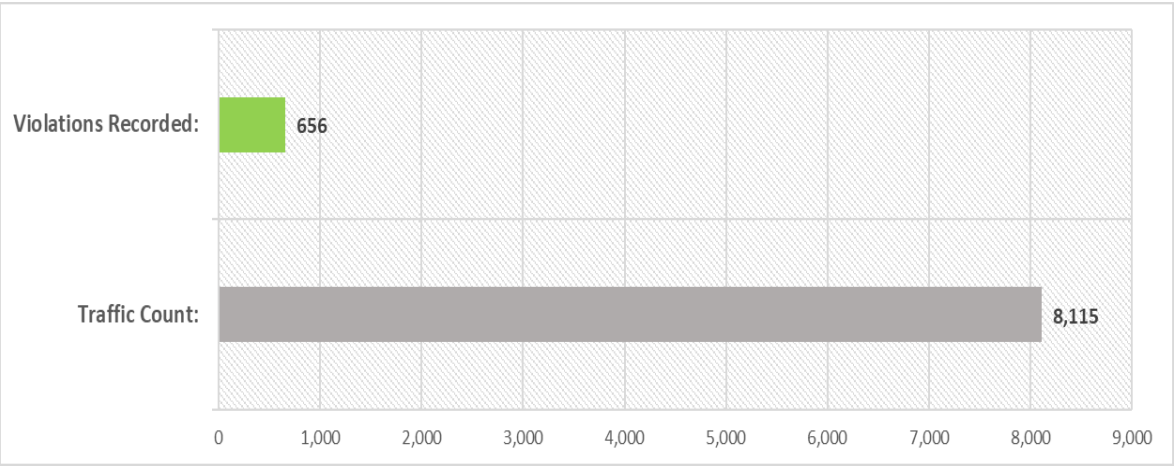
31+ MPH	132	116	0	0	0	0	0	170	135	**553**
56+ MPH	0	0	18	23	28	25	18	0	0	**112**
Total	132	116	18	23	28	25	18	170	135	**665**

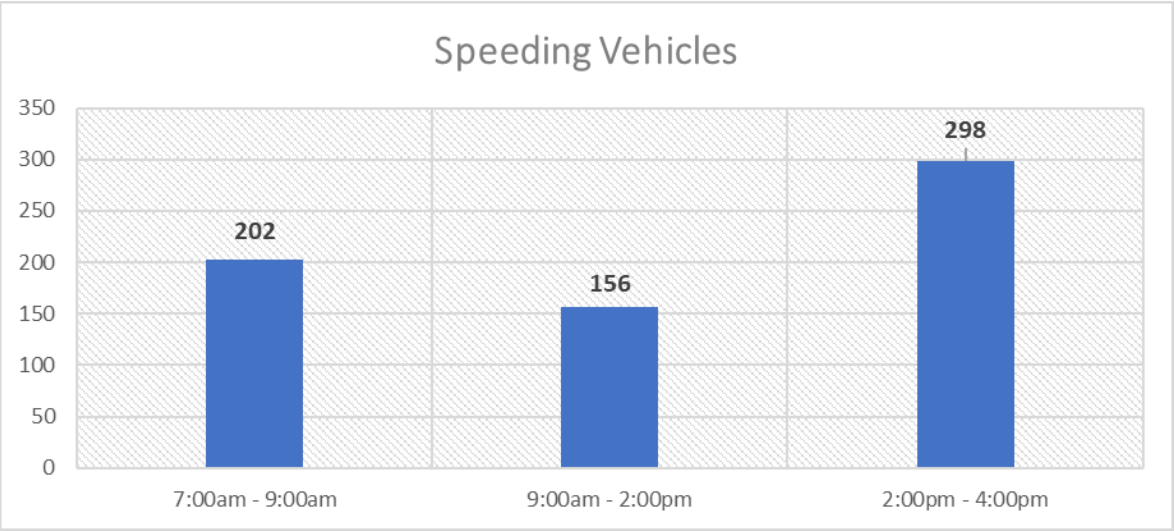
Melrose Park Elementary, Lake City

Study Location : E. Duval St. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	45 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 56 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/20/2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	8,115
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	TWO LANES IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	656



Melrose Park Elementary, Lake City





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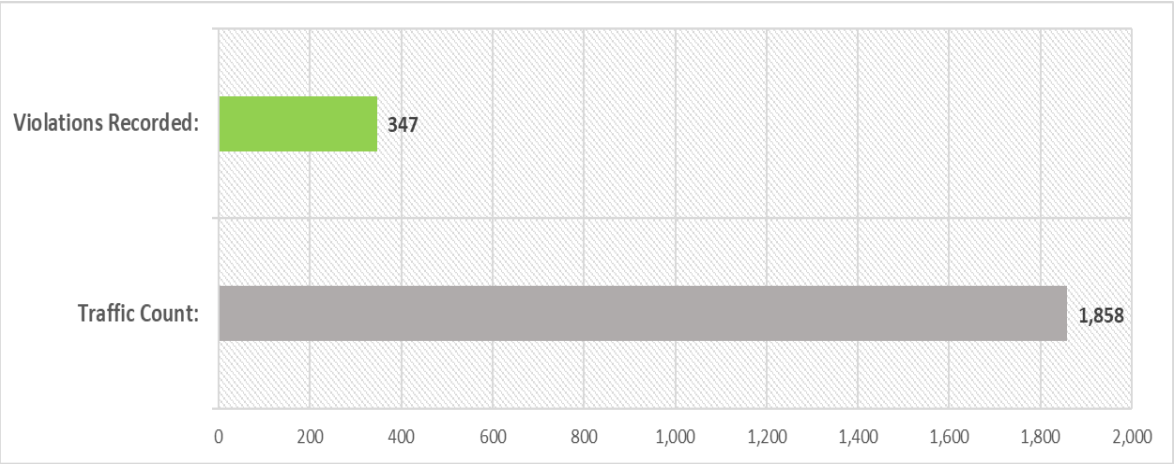
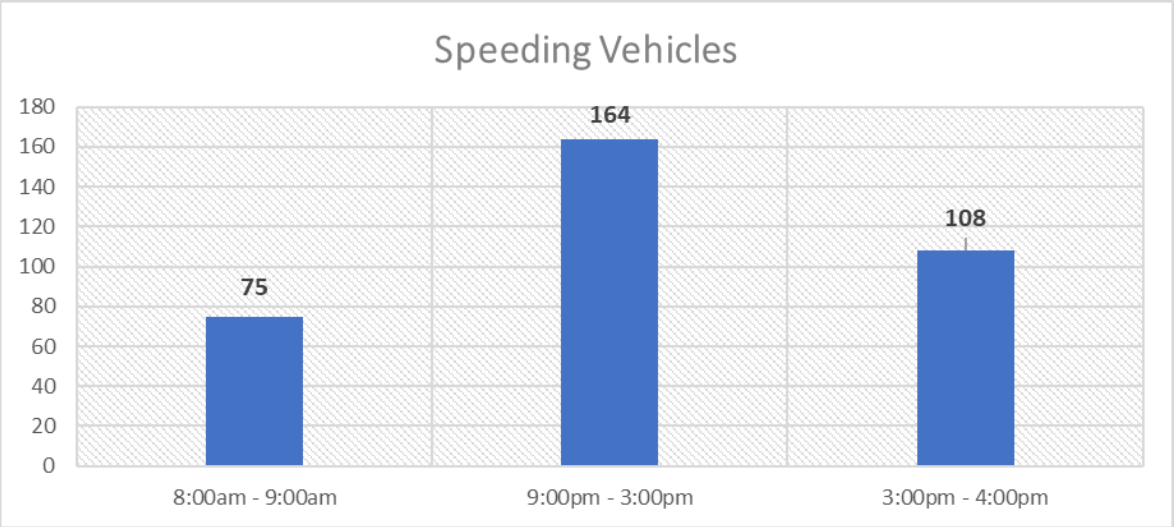
31+ MPH	101	101	0	0	0	0	0	137	161	**500**
56+ MPH	0	0	29	20	47	37	23	0	0	**156**
Total	101	101	29	20	47	37	23	137	161	**656**

Lake City Middle School, Lake City

Study Location : SW Grandview St. (Eastbound, Westbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	30 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 41 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	8:00AM – 9:00AM / 3:00PM – 4:00PM
STUDY DATE & TIME:	02/20/2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	1,858
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	347

Lake City Middle School, Lake City

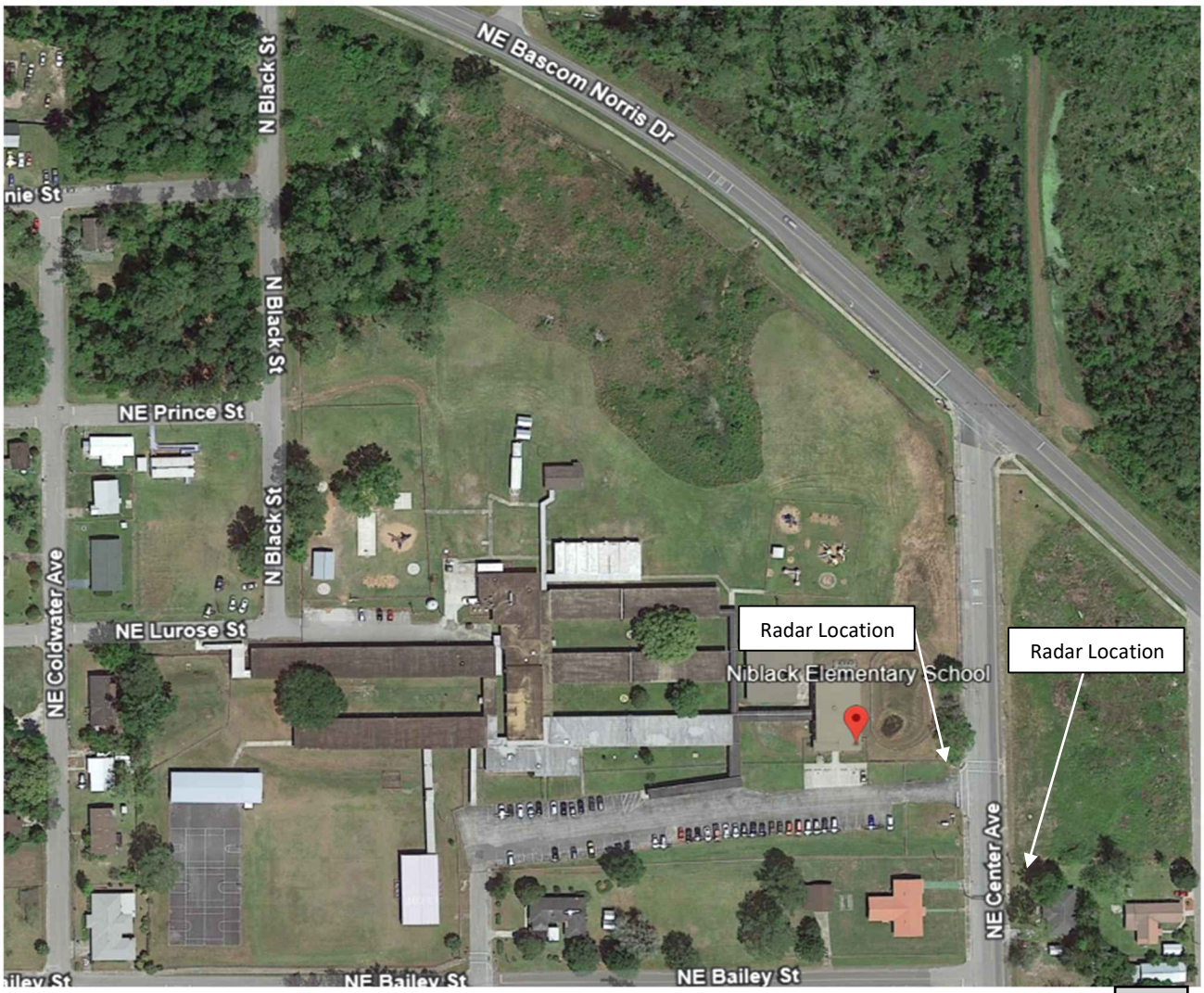




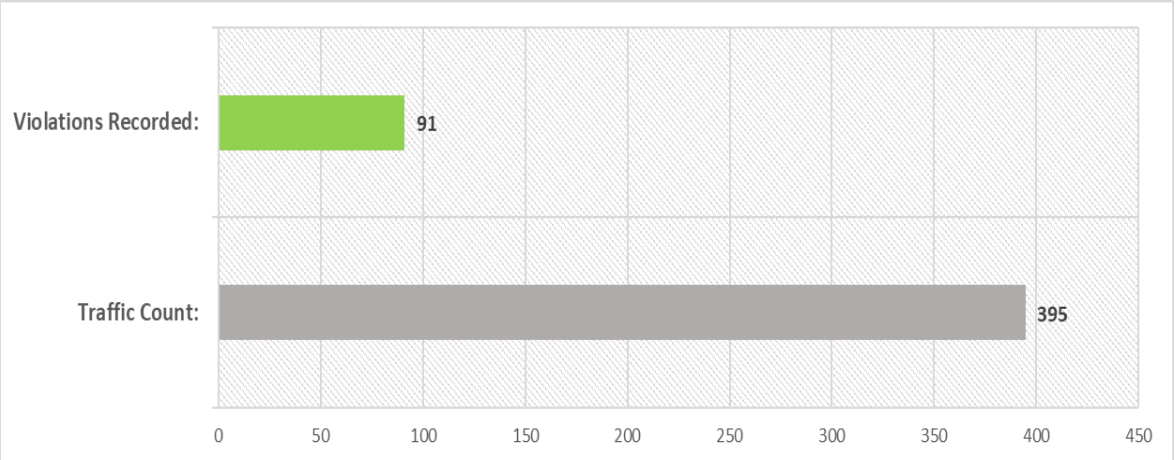
	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	75	0	0	0	0	0	0	108	**183**
46+ MPH	0	14	27	27	53	37	6	0	**164**
Total	75	14	27	27	53	37	6	108	**347**

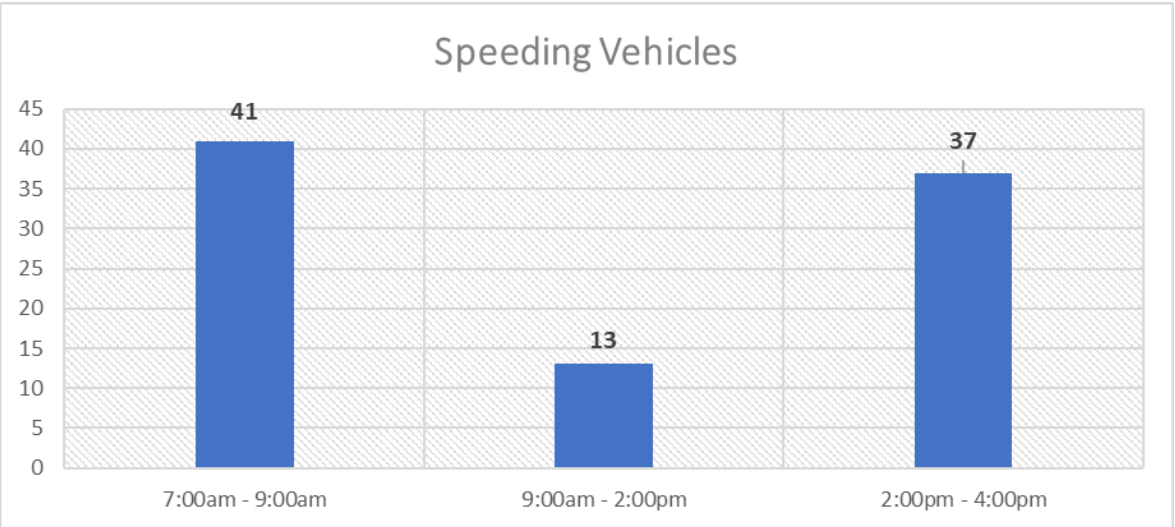
Niblack Elementary School, Lake City

Study Location : NE Center Ave. (Northbound, Southbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/28/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	395
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	91



Niblack Elementary School, Lake City

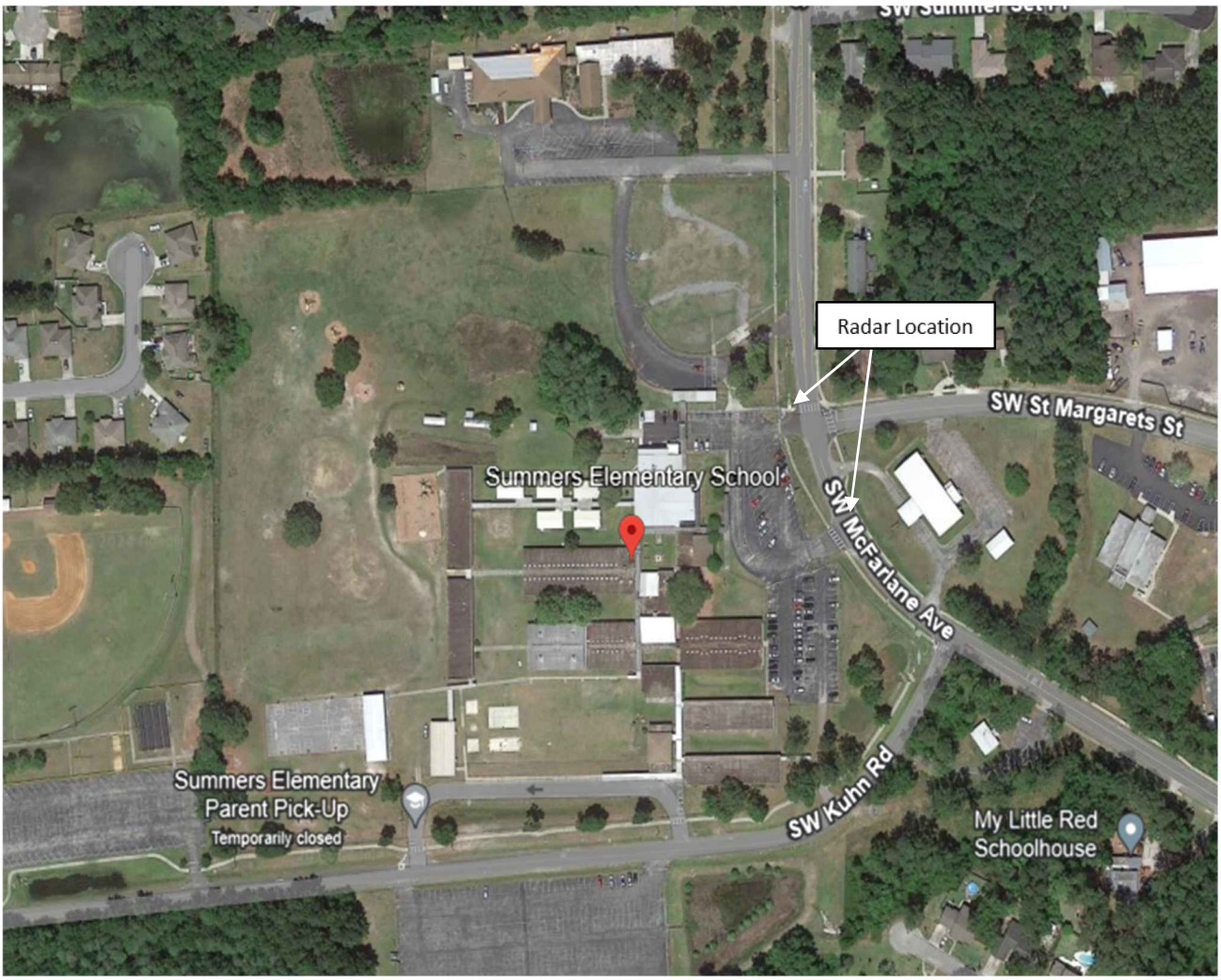




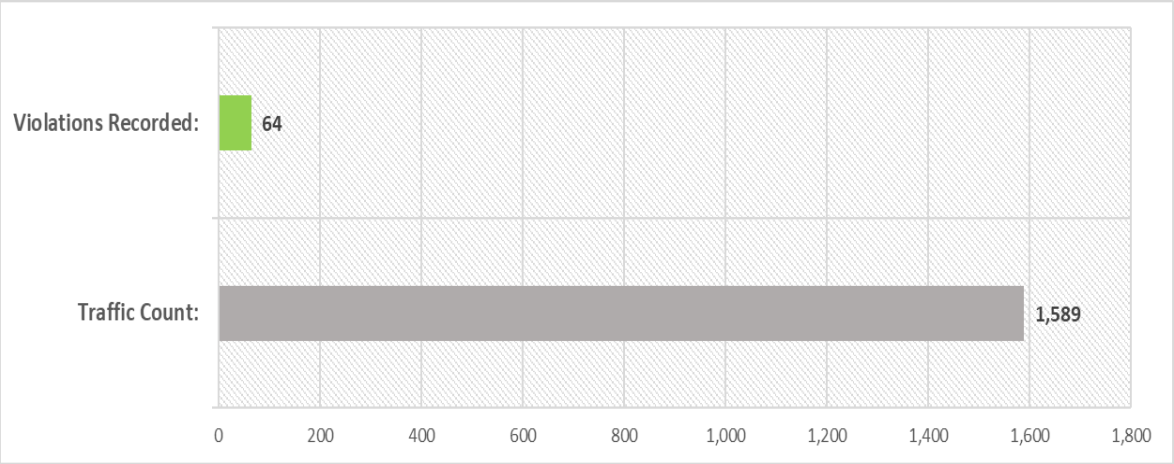
	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	13	28	0	0	0	0	0	13	24	**78**
36+ MPH	0	0	6	2	2	2	1	0	0	**13**
Total	13	28	6	2	2	2	1	13	24	**91**

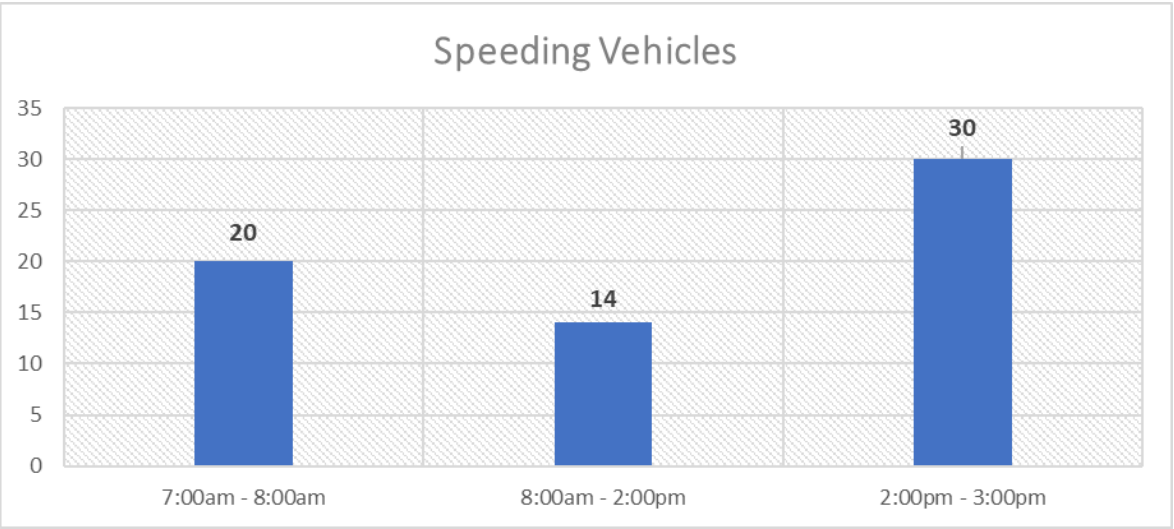
Summers Elementary School, Lake City

Study Location : SW McFarlane Ave. (Northbound, Southbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	35 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 46 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 8:00AM / 2:00PM – 3:00PM
STUDY DATE & TIME:	02/20/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	1,589
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	64



Summers Elementary School, Lake City



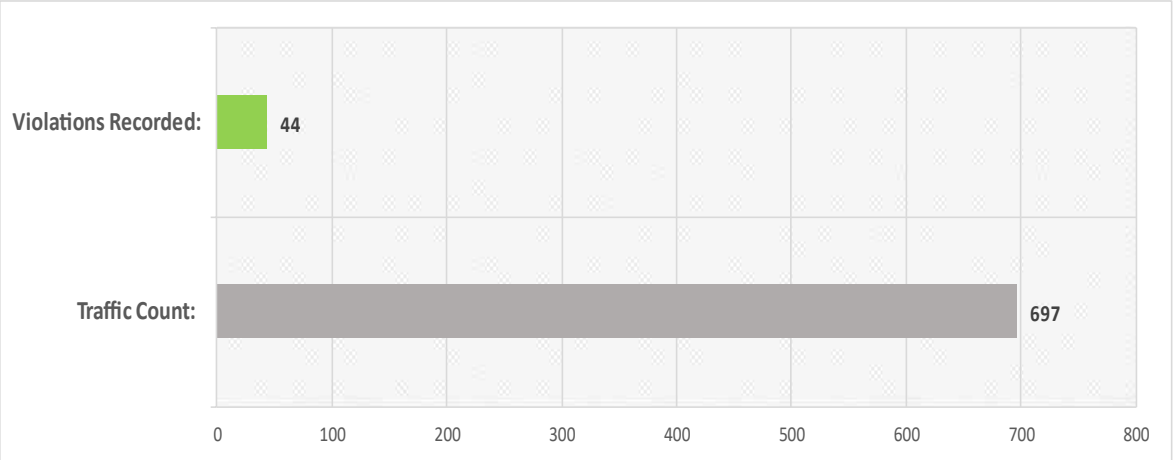


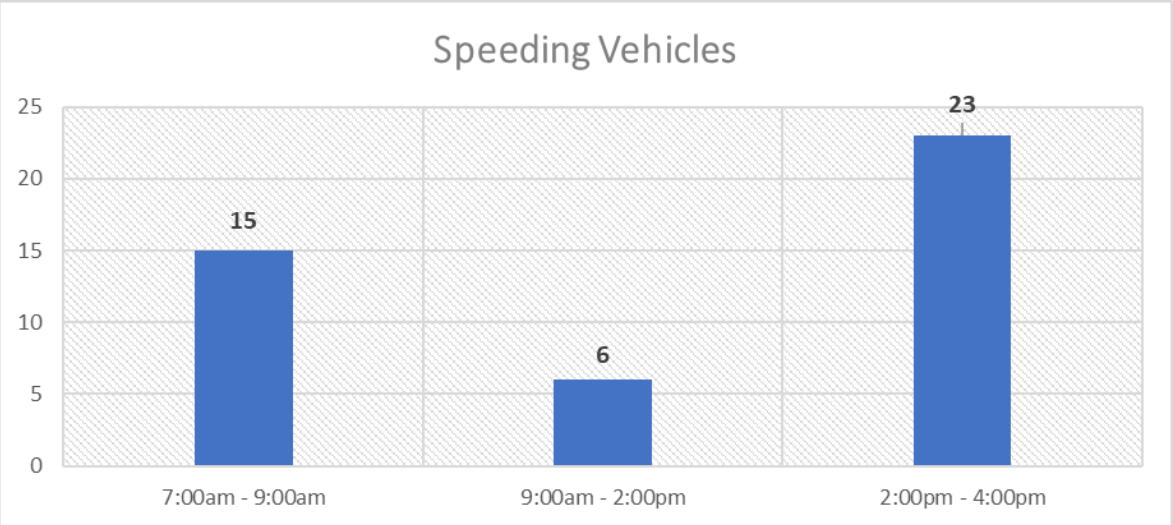
	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	Total
31+ MPH	20	0	0	0	0	0	0	30	50
46+ MPH	0	0	2	6	3	2	1	0	14
Total	20	0	2	6	3	2	1	30	**64**

Melrose Park Elementary School, Lake City

Study Location : SE Ermine Ave. (Northbound, Southbound)	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00AM – 9:00AM / 2:00PM – 4:00PM
STUDY DATE & TIME:	02/28/2024, 6:00AM – 6:00PM
TRAFFIC STUDY VEHICLE COUNT:	697
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
VIOLATIONS DETECTED:	44

Melrose Park Elementary School, Lake City





	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	10	5	0	0	0	0	0	14	9	**38**
36+ MPH	0	0	1	2	1	1	1	0	0	**6**
Total	10	5	1	2	1	1	1	14	9	**44**

Ordinance Number: 2025-2341
Passed on first reading on November 3, 2025

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	✓			
Tammy Harris, Council Member	✓			
Chevella Young, Council Member	✓			
Ricky Jernigan, Council Member	✓			
James Carter, Council Member	✓			

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

Audrey Sikes

AUDREY SIKES, MMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2025-2341

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE USE OF A SPEED DETECTION SYSTEM IN SCHOOL ZONES IN THE CITY OF LAKE CITY, FLORIDA; CREATING CHAPTER 98, ARTICLE V, SECTION 98-85 OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SCHOOL SPEED ZONE INFRACTIONS" WHICH AUTHORIZES A SCHOOL SPEED ZONE SPEED ENFORCEMENT PROGRAM AND USE OF SPEED DETECTION SYSTEMS; PROVIDING PROGRAM IMPLEMENTATION REQUIREMENTS; DESIGNATING SCHOOL ZONES AND ENFORCEMENT; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Chapter 2023-174, Laws of Florida ("Chapter 2023-174") allows Speed Detection Systems, as defined therein, in school zones. Further, Chapter 2023-174 restricts the location and use of speed detection systems to school zones the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing. The City wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program. A School Speed Zone Speed Study dated February 20, 2024, ("Study") provides data and evaluation criteria to support a finding that certain schools, and associated school zones, have a heightened safety risk. The City Council finds that signalized school zones having fifty (50) or more drivers exceeding the school zone speed limit during the combined arrival and dismissal periods when the school zone is active constitutes a heightened safety risk warranting additional enforcement measures, including, but not limited to, Speed Detection Systems. The City has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measure on the roadway maintained as a school zone. Additionally, the City Council finds that motor vehicles speeding on a roadway maintained as a school zone before, during and after school hours is a hazard that threatens the health, safety, and welfare of students and pedestrians in the City, and that enforcement of applicable speed limits in school zones before, during, and after school session through the use of a speed detection system may reduce safety risks in school zones. Accordingly, the City Council approves the implementation of a school zone speed detection program pursuant to the rules and regulations of Chapter 2023-174 and other applicable state laws

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

There are no costs to comply with speed limits in school zones.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

Businesses will not be financially responsible for the implementation of the school zone camera program.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct regulatory costs to the city to implement the school zone camera program. The city will realize revenue from a portion of the fine received from each school zone camera speeding ticket issued.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted financially by complying with the school zone camera program.

4. Additional information the governing body deems useful (if any):

Not applicable

File Attachments for Item:

14. Discussion and Possible Action - Housing Workshop follow-up - Consensus is needed to provide administration direction on how to proceed with housing discussion from 11-17-2025 Workshop Agenda (Mayor Noah Walker)

Meeting Date
November 17, 2025

CITY OF LAKE CITY

AGENDA	
Section	
Item No.	

SUBJECT: Housing Workshop Follow-up

DEPT. / OFFICE: City Council

Originator:
Mayor Noah Walker

City Manager	**Department Director** City Council	11/17/25

Recommended Action:
Provide administration direction on next step for progressing this issue and clarify goals.

Summary Explanation & Background:

Alternatives:

Source of Funds:

Financial Impact:

Exhibits Attached:

File Attachments for Item:

15. City Council Ordinance No. 2025-2343 (first reading) - An ordinance of the City of Lake City, Florida; amending Chapter 70, Article IV of the City of Lake City Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-96 of the City of Lake City Code of Ordinances entitled "Service Retirement Benefits; Cost of Living Adjustment" by adopting option for partial lump sum benefit; adding Section 70-106 for the purpose of purchasing prior military service; adding a new Section 70-107 for the purpose of purchasing prior police service; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Adopt City Council Ordinance No. 2025-2343 on first reading

CM/rrp
11/12/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2343

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING CHAPTER 70, ARTICLE IV OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "POLICE OFFICERS' PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-96 OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SERVICE RETIREMENT BENEFITS; COST OF LIVING ADJUSTMENT" BY ADDING OPTION FOR PARTIAL LUMP SUM BENEFIT; ADDING SECTION 70-106 FOR THE PURPOSE OF PURCHASING PRIOR MILITARY SERVICE; ADDING A NEW SECTION 70-107 FOR THE PURPOSE OF PURCHASING PRIOR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City has created a Police Officers' Pension Plan (the "Pension Plan"); and

WHEREAS, the Board of Trustees of the Pension Plan finds it is in the best interest of the participants and beneficiaries to offer a partial lump sum option as one of the optional forms for the benefits; and

WHEREAS, the City of Lake City desires to offer participants in the Pension Plan the opportunity to purchase prior military and prior police officer service as a recruiting tool; and

WHEREAS, the ability to purchase service is recognized as permissible in both Chapter 175 and the Internal Revenue Code; and

WHEREAS, amending the Code in the foregoing form and substance is in the public interests and in the interests of the City; and

WHEREAS, the City Council desires to add these provisions to the City of Lake City Code now, therefore:

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, THAT:

SECTION1: ADDING OPTION FOR PARTIAL LUMP SUM BENEFIT

Chapter 70, Article IV, Section 70-96(g) of the City of Lake City Code of Ordinances is hereby amended by adding paragraph (5) as follows:

Sec. 70-96. - Service retirement benefits; cost of living adjustment.

***

(g) A member entitled to a normal or early service retirement benefit shall have the right at any time prior to the date upon which the first payment is received to elect to have the benefit payable under one of the options provided in this plan. A member shall be permitted to revoke any such election and to elect a new option at any time prior to the receipt of the first payment. Each retirement option shall be the actuarial equivalent of the other retirement options available.

The present value of payments to a retiring member must be equal to at least 50 percent of the total value of payments to a retiring member and designated beneficiary. Election of the retirement option shall be on a form prescribed by the board.

(1) Ten year certain and life thereafter.

A member may elect to receive a reduced life annuity with 120 guaranteed payments. If the member shall die prior to receiving 120 payments, the remaining benefits shall be paid to the beneficiary designated by the member. In the event that no beneficiary has been designated, the member's estate shall be the recipient of the remaining balance of payments. This shall be the normal form of retirement.

(2) Life annuity.

A member may elect to receive an unreduced annuity payable for life. There shall be no guaranteed payment in excess of the accumulated contributions of the member, which contributions shall be paid to the member's estate or designated beneficiary should the member die prior to receiving payments equal to said contributions.

(3) Joint and last survivor option.

A member may elect to receive a benefit for life and to have the benefit (or a designated fraction of the benefit of 50%, 66 2/3%, 75% or 100%) continued after the member's death and during the lifetime of a designated survivor. A designated survivor may be any natural person, but need not be the spouse of the member. In the event that the designated survivor dies, or in the case of a spouse, the marriage is dissolved, before the member's benefit payments begin, this option shall be canceled automatically and a retirement income shall be payable to the member as if the election had never been made. A member may, at that time, elect an unreduced life annuity or a ten year certain and life thereafter benefit.

(4) Other options.

The retirees may, by uniform rule, establish any other optional form of payment, which is the actuarial equivalent of any other form of retirement provided for in this plan, or which optional form of payment is cost neutral to the plan. An

interest only option or an option providing guaranteed payments over a period in excess of 20 years or beyond age 85 may not be offered. The board, in its sole discretion, may make a lump sum distribution which is the actuarial equivalent of the monthly benefit if the lump sum is not greater than $1,750.

(5) For members who do not participate in the DROP pursuant to section 70-103, the member may elect a percentage of benefit in a lump sum as follows:

a. Five (5) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety-five (95) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.

b. Ten (10) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety (90) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.

c. Fifteen (15) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty-five (85) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.

d. Twenty (20) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty (80) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.

***

SECTION 2. PURCHASE OF PRIOR MILITARY SERVICE

Chapter 70, Article IV, Section 70-106 of the City of Lake City Code of Ordinances is hereby created as follows (words stricken are deletions; words underlined are additions):

Sec. 70-106. MILITARY SERVICE PRIOR TO EMPLOYMENT.

The years or fractional parts of years that a Police Officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the District Police Department shall be added to years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he/she would have contributed, based on his/her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he/she been a Member of the System for the years or fractional parts of years for which he/she is requesting credit plus amounts actuarially determined such that the crediting of service does

not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made within six months of the request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.

4. The maximum credit under this Section shall be four (4) years.

5. Credited Service purchased pursuant to this Section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

SECTION 3: PURCHASE OF PRIOR POLICE SERVICE

Chapter 70, Article IV, Section 70-107 of the City of Lake City Code of Ordinances is hereby created as follows (words stricken are deletions; words underlined are additions):

Sec. 70-107. PRIOR POLICE OFFICER SERVICE.

Unless otherwise prohibited by law, and except as provided for in Section 1, the years or fractional parts of years that a Member previously served as a full-time Police Officer with the City during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a member served as a Police Officer for any other municipal, county or state law enforcement department or as a Police Officer for any other municipal, county, or state shall be added to years of Credited Service provided that:

1. The Member contributes to the Fund the sum that they would have contributed, based on his/her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he/she been a Member of the System for the years or fractional parts of years for which he/she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service. Members who were formerly employed by the City as a Police Officer and withdrew their contributions from the Fund have 1 year from date of employment to repay into the fund the amount he or she has withdrawn, plus interest as determined by the board.

   a. The member salary used as the initial salary for the projected salary will be

the salary for the member for the year preceding each purchase of service credits.

b. The calculation of the full actuarial cost will be made using the assumptions used in the actuarial valuation performed prior to the purchase of the service credits.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made within six (6) months of the request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.

4. The maximum credit under this Section for service other than with City shall be five (5) years of Credited Service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City and such credit shall count for all purposes, including vesting.

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county police department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Florida Statutes §112.65.

6. For purposes of determining credit for prior service as a Police Officer as provided for in this Section, in addition to service as a Police Officer in this State, credit may be purchased by the Member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement as provided in chapter 943 or the Police Officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer under Section 70-92, above.

SECTION 4: PROVIDING FOR CODIFICATION

It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 5: PROVIDING FOR SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

SECTION 6: PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT

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

SECTION 7: PROVIDING FOR AN EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting on the ____ day of November, 2025.

PUBLICALLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida, on the ___ day of November, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

File Attachments for Item:

16. City Council Resolution No. 2025-135 - A resolution of the City of Lake City, Florida, establishing its intent to reimburse certain project costs incurred with proceeds of future tax-exempt financings; providing certain other matters in connection therewith; and providing an effective date.

CM/rrp
09/29/2025

RESOLUTION NO. 2025-135

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "Issuer") desires to fund the acquisition, construction and equipping of a new city hall of the Issuer (the "Project"); and

WHEREAS, the Issuer intends to reimburse certain project costs incurred with proceeds of future tax exempt financings; and

WHEREAS, reimbursing certain project costs incurred with proceeds of future tax exempt financings is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. This Resolution ("Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

2. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for the costs of the Project to be paid by the Issuer in connection with the Project. The total amount of debt to be incurred by the Issuer to reimburse itself for expenditures paid with respect to the Project will not exceed $10,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations. No funds from sources other than the reimbursement bond issue are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer for such expenditures pursuant to its budget or financial policies.

3. The expenditures to be reimbursed pursuant to this Resolution will be paid from the amounts available in the Issuer's General Fund and other available funds of the Issuer as may be allowed for the purpose of implementing the Project.

4. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

6. This Resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

17. City Council Resolution No. 2025-146 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Redspeed Inc., a Florida Corporation, for services relating to school zone auto speed enforcement; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the city to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: School Zone Automated Speed Enforcement

DEPT / OFFICE: Lake City Police Department

Originator:
Chief Gerald Butler

City Manager	Department Director	Date
Don Rosenthal	Chief Gerald Butler	10/7/25

Summary Explanation & Background:
With the passage of HB 657 "An Act Relating to Enforcement of School Zone Speed Limits" The Florida Legislature has provided for a method for automated enforcement of school zone speeding violations when children are present. A traffic study was completed by RedSpeed Inc, the requested vendor, for the school zones in Lake City and the results confirmed the concerns voiced by our school crossing guards about vehicles regularly speeding through school zones when school zone lights are activated and children are present. This system will identify speeders using the Flock ALPR system, which LCPD already utilizes, along with cameras to video capture the violation through RedSpeed Inc, a preferred partner with the Florida Police Chiefs Association. Prior to the issuing of the civil citations, and per HB 657, LCPD & RedSpeed will make public announcements and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program and must notify the public of the specific date on which the program will commence. When a violation is recorded, an LCPD officer will verify the violation, and a one-hundred-dollar civil citation is mailed to the offender by RedSpeed. The breakdown of the one-hundred-dollar civil penalty is dictated by statute and included in this packet. This system will enhance LCPD's ability to provide a safe environment for children using the school zones.

Alternatives:
Continue school zone speed enforcement as currently performed

Source of Funds:
N/A – Program is self-funded

Financial Impact:
None

Exhibits Attached:
RedSpeed Photo Enforcement Solution
RedSpeed School Zone Study
FPCA Preferred Partnership with RedSpeed
HB 657 (2023) "An Act Relating to Enforcement of School Zone Speed Limits"

CM/rrp
10/09/2025

RESOLUTION NO 2025 - 146

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND REDSPEED INC., A FLORIDA CORPORATION, FOR SERVICES RELATING TO SCHOOL ZONE AUTO SPEED ENFORCEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, with the enactment of Chapter 2023-174, Law of Florida, an act relating to enforcement of school zone speed limits, the Florida Legislature has provided for a method for automated enforcement of school zone speeding violations when children are present; and

WHEREAS, RedSpeed, LLC., a Florida limited liability company (the "Vendor") performed a school zone speed study in February 2024 which confirmed concerns about vehicles regularly speeding through the City's school speed zones; and

WHEREAS, the City desires to engage the Vendor for services relating to school zone auto speed enforcement (the "Services"); and

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS; the City of Plantation, a Florida municipality ("Plantation"), negotiated a contract with the Vendor to supply the Services pursuant to Request For Sealed Proposal Number 005-24 Speed Detection Camera System for School Zones; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by Plantation; and

WHEREAS, the Vendor and the City desire to enter into that certain contract for the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the services in the Agreement to complete the Project is

in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

RedSpeed Florida LLC
400 Eisenhower Lane North
Lombard, Illinois 60148

(the "Vendor").

WITNESSETH:

WHEREAS, on **June 25, 2024, City of Plantation** (the "Original Procuring Government") awarded **RFSP NO. 005-24 Speed Detection Camera System for School Zones** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

EXHIBIT-NOT FOR EXECUTION

iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the original procurement bid and contract documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract

EXHIBIT-NOT FOR EXECUTION

should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **June 24, 2029.** The Original Procurement Bid and Contract provides for one **(1) renewal of five (5) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

   Exhibit "F" as in the original bid documents.

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

EXHIBIT-NOT FOR EXECUTION

a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

d. Upon completion of this Agreement, 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 Agreement, 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 Agreement 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

EXHIBIT-NOT FOR EXECUTION

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

EXHIBIT-NOT FOR EXECUTION

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

RedSpeed Florida LLC

_____

By _____, its

_____

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

EXHIBIT-NOT FOR EXECUTION

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

CITY OF PLANTATION

Plantation
the grass is greener®

REQUEST FOR SEALED PROPOSALS

RFSP NO. 005-24

"SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES"

PROPOSAL OPENING DATE: **December 6, 2023**

PROPOSAL OPENING TIME: **11:00AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

BID REQUIREMENTS

BID BOND – N/A

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – N/A

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: CHARLES SPENCER

EMAIL: ESPENCER@PLANTATION.ORG

PHONE NUMBER: (954) 797-2647

PROCUREMENT DEPARTMENT

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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EXHIBIT "A"

November 2, 2023

The Sun Sentinel
333 SW 12 Avenue
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Proposers in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

RFSP No. 005-24
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Wednesday, December 6, 2023.** Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

General Description of Scope of Services:

- The City of Plantation is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections.

All questions may be addressed in writing to the Charles Spencer, Procurement Director, 400 NW 73 Avenue Plantation, Florida. Charles Spencer can be reached at 954-797-2647, Monday Through Friday, 8AM to 4:30PM, Email: Espencer@plantation.org.

The City reserves the right to reject any and all proposals and to accept the one that is in the best interests of the City.

Yours Truly,

April Beggerow, City Clerk
City of Plantation

The City of Plantation, Florida is soliciting proposals for **RFSP NO. 005-24; Speed Detection Camera System for School Zones**. The project will generally consist of, but is not limited to, the following:

- **The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agency. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the Firm(s). The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.**

Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

Important Time(s) and Date(s):

- Proposal Opening: December 6, 2023 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original proposal security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Director, Charles Spencer**, 400 NW 73rd Avenue, Plantation Florida 33317. Charles Spencer can be reached at 954-797-2647, Monday through Friday, 8AM to 4:30PM, Email: ESpencer@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

   a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

   b. The Proposer's compliance record with contract general conditions on other projects,

   c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

   d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

   e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

   f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company 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.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. 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)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. 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)

D. 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)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (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)

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

Revised June 2023

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Firm: The Proposer with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents

1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or

misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Proposer shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the

work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the

work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records

in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

17.1. **If required an original proposal security shall be provided**. The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required

Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.

18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

19.1. City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City **$100.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any

extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

22. CONTRACT SECURITY

22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must accompany it. This bond may be required for all Projects having an estimated cost of $200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

END OF SECTION

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
  - Seven (7) School Zones
  - Currently utilizing FLOCK Automatic License Plate Reader Software

- City of Delray Beach
  - Ten (10) +/- School Zones
  - Currently utilizing VIGILANT Automatic License Plate Reader Software

- City of Miami Shores
  - Four (4) School Zones
  - Currently utilizing INSIGHT Automatic License Plate Reader Software

- City of Doral
  - Twenty (20) School Zones
  - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software

- 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 Firm(s) as a result of this procurement action.

  - 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 Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar .com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.

2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

1) Overall approach and methods to accomplish the proposed services;
2) Working knowledge of the City of Plantation;
3) Describe the current work load of each person who will be involved in the Proposal;
4) Summarize other Proposer resources available to meet the City's needs;
5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State

of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

1) Staffing levels at office locations;
2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required.

END OF SECTION

EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
Qualifications and Experience / Ability of Professional Personnel o Availability of qualified personnel o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel and continuity of staff. o Ability to perform additional services and provide technical support throughout the period of engagement o Ability to meet set standards o Previous contracting experience with the City and other governmental agencies o Evidence of a capable and well-organized engagement team and management plan o Evidence of insurance and/or bonding capacity	25
Quality of Services o Conveyance of a willingness to work with City staff to maximize resources. o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. o High quality level of services to be provided to City	20
Technical Approach to the Project/Scope of Work o Approach to the Project and Methodology o Understanding of City needs o Technical Soundness of the proposal o Applicability of the services offered o Meeting the City's operational requirements o Timeline o Features o Adaptability to other ALPR Systems besides REKOR, Vigilant, FLOCK	20
Fee o Revenue Split Amount	25
Other o Overall completeness, clarity, and quality of proposal o Location of firm o Volume of Work in process	10
'Maximum Technical Points	**100**

END OF SECTION

BID/PROPOSAL FORM

ITB NO. 005-24
Speed Detection Camera System for School Zones

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: _____

Operating Model:

1. Please describe your operating model including citation billing and remittance to the City.

_____
_____
_____
_____
_____

2. Please provide the revenue split the City will receive along with any other pertinent information.

_____
_____
_____
_____

3. What automated license plate readers (ALPR) systems does your System/Firm merge with? Please circle one or more below.

   FLOCK; REKOR; VILGILANT; INSIGHT; OTHER(S); _____

This request is issued as no cost to the City and completely revenue funded for the contract. The City will not entertain any other pricing arrangement.

GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2023 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF_____)
SS
COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)
SS
COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Updated June 2023

Type of identification produced_____ **(NOTARY'S SEAL)**

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF_____)
SS
COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This _____ day of _____, 20_____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

FIRM PROFILE

1. Firm (or joint venture) Name & Address	1e. Licensed to do business in the State of Florida _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
1a. Firm is ____ National ____ Regional ____ Local FEIN # _____	1g. Address of office to perform work, if different from Item 1
1b. Firm is a County Certified Small Business ____ Yes ____ No 1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes _____ No 1d. Firm is a Certified Minority Business _____ Yes _____No	
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? ____ Yes ____ No	

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
List other Key Members:		

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes _____ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

_____%

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

_____%

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

_____%

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES that have been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

<table>
<tr><td colspan="2">4. Project Name & Location

Project Manager:</td><td rowspan="2">Project Owners Name & Address</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, & Telephone Number</td></tr>
<tr><td>Entire Project
$</td><td>Work for which firm was/is responsible

$</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City 's Projects</td></tr>
</table>

FORM 5

Prime Consultant's volume of work performed for the City of Plantation
as a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City's future projects.

The foregoing is a statement of facts. Signature _____ Telephone Number _____ Typed Name and Title: _____	Date:

REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

Revised July 2023

EXHIBIT "A"

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control 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 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

Revised June 2023

PUBLIC ENTITY CRIMES

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH 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.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

Revised June 2023

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action 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 convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature	Printed Name
Bidder Name	Date

EXHIBIT "A"

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation 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 indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**

Witnesses:

_____
Typed name:

_____
Typed name:

BIDDER:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

TRUTH IN NEGOTIATION STATEMENT
Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by_____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is_____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation
400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII;
(2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit _, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	INSD	WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ✓ Commercial General Liability □ Premises–Operations □ XCU Explosion/Collapse/Underground □ Products/Completed Operations Hazard ✓ Contractual Insurance □ Broad Form Property Damage ✓ Independent Firms ✓ Personal Injury **Per Occurrence or Claims-Made:** □ Per Occurrence □ Claims-Made **Gen'l Aggregate Limit Applies per:** □ Project □ Policy □ Loc. □ Other _____	✓	☑	Bodily Injury	$ 1 mil	
			Property Damage	$ 1 mil	
			Combined Bodily Injury and Property Damage	$ 2 mil	
			Personal Injury	$ 1 mil	
			Products & Completed Operations	$ 1 mil	
AUTO LIABILITY □ Comprehensive Form □ Owned □ Hired □ Non-owned □ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*	✓	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$ 1 mil**	
□ EXCESS LIABILITY **Per Occurrence or Claims-Made:** □ Per Occurrence □ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*	☑	☑			
✓ WORKER'S COMPENSATION *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
□ EMPLOYER'S LIABILITY			Each Accident	$ 100k	
□ POLLUTION / ENVIRONMENTAL LIABILITY	☑	☑	If claims-made form:	$ 1 mil	**Completed Value**
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	$10 k	
□ PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE	❒	☑	*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	**Completed Value**
			*Maximum Deductible:	$10 k	
□ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) **All engineering, surveying and design professionals.**	✓	☑	If claims-made form:	$ 1 mil	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	$10 k	
□ Installation floater is required if Builder's Risk or Property are not carried. *Note: Coverage must be "All Risk", Completed Value.*			If claims-made form:	$ 1 mil	**Completed Value**
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	$10 k	

Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. ***Firm is responsible for all Deductibles.**

CERTIFICATE HOLDER:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

SAMPLE

Insurance Summary:

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

_____	_____
WITNESS	**FIRM**
_____	_____
DATE	**CITY OF PLANTATION** **Risk Manager**

City's Risk Manager hereby waives the following Insurance Requirements

_____

_____

_____

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: _____ **Date:** _____

Revenue Split the City Will Receive: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Disadvantaged Business Enterprise: Yes ☐ or No ☐

Submitted Forms:

☐ Proposer Certification

☐ Registered as a City of Plantation Vendor

☐ Proposal Form

☐ Signed General Terms and Provisions

☐ Addendums Acknowledge Form

☐ Proposal Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Proposal Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Certificate of Insurance Requirements Form

☐ Truth in Negotiation

☐ Forms A-1, Firm Profile, Form 3, Form 4, Form 5, Form 6

☐ Corporate Resolution

☐ Disclosure of Business Transaction Form

Signature: _____ Printed Name: _____

Revised June 2023

CITY OF PLANTATION

Plantation
the grass is greener®

AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-TERM CONTRACT

AGREEMENT NO. 005-24

EXHIBIT "A"

Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Negotiated Scope of Services, **Exhibit "B"** Advertised Scope of Services, **Exhibit "C"** Addendum, **Exhibit "D"** documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, **Exhibit "E"**, Insurance Requirements, **Exhibit "F"** General Terms and Provisions, **Exhibit "G"** FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A".**

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

B. During any term of the Agreement, the City shall receive or retain **$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeeds' performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

(Space intentionally left blank)

8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

ReedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.

- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:

    - A preemployment background check;

    - Security training required by Federal CJIS regulations; and

    - Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
  - City of Coconut Creek
  - City of Delray Beach
  - City of Miami Shores
  - City of Doral
- 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 Firm(s) as a result of this procurement action.

- 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 Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

(Space intentionally left blank)

IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness: _____
Typed name of Witness

Witness: _____
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of X physical presence or □ online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027

_____
NOTARY PUBLIC
Admin Asst II

KIAMESHA AUSMORE-REID
MY COMMISSION # HH393263
EXPIRES: May 01, 2027

Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

By: _____
Robert Liberman, Manager

Witness: _____

Vanessa Torres
Typed name of Witness

Witness: _____

Yesica Rangel Off
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th of May, 2024 (*date*) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (*type of identification*) as identification.

My commission expires: August 21, 2027

_____
NOTARY PUBLIC

JAMES PYKE
Notary Public - State of Florida
Commission # HH 435787
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

EXHIBIT “A”
(NEGOTIATED SCOPE OF SERVICES)

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or RedSpeed as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Traffic Enforcement Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Traffic Enforcement Officer" means an employee of City's police department or other City employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

"Violation" means a violation under Chapter 316, Florida Statutes or a violation of City's Code of Ordinances, as may be amended from time to time.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercises REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time.

   REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY's primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.

13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.

21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.

    23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

26. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.

27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.

28. CITY will have real-time access to violation and camera data.

29. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.

30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.

31. REDSPEED shall provide/build custom reports for the CITY at no cost.

32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.

33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 2.

CITY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

3. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.

4. CITY may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department.

6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.

7. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.

10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

    13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.

14. If remote access to a REDSPEED SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

15. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).

17. CITY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

EXHIBIT “B”

(Advertised Scope of Services)

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
  - Seven (7) School Zones
  - Currently utilizing FLOCK Automatic License Plate Reader Software

- City of Delray Beach
  - Ten (10) +/- School Zones
  - Currently utilizing VIGILANT Automatic License Plate Reader Software

- City of Miami Shores
  - Four (4) School Zones
  - Currently utilizing INSIGHT Automatic License Plate Reader Software

- City of Doral
  - Twenty (20) School Zones
  - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software

- 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 Firm(s) as a result of this procurement action.

  - 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 Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

EXHIBIT “C”

(Addendums)

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman, on this 28th, day of December, 2023 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

1, 2 and 3

AUTHORIZED SIGNATURE: Robert Liberman

PRINTED NAME OF ABOVE: Robert Liberman

TITLE OF ABOVE: CEO

COMPANY NAME: RedSpeed Florida

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

CITY COUNCIL
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 – 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of "needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated "go-live" date, or anticipated contract award date.

Question No. 8: Please define the word "Principal" used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term "operating model." What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company's system runs and operate. Describe what your system/company offers, the benefits of your system vs another's. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6th at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Please define the word "Principal" used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary's Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary's Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6th at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th, 2024 at 11:00AM**

Proposals **must** be submitted on or before **January 9th, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"… "Recorded video or photographs collected as part of a speed detection

systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)"

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statues, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3Experience and qualifications pf all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall provide be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

Response No. 20: The City is requiring that all Firm submitting a proposal to complete the "Truth in Negotiation Form" provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that's referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City's website (https://www2.plantation.org/VendorApplication/).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City's desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Jennifer Andreu
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Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals **must** be submitted on or before **January 9th, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

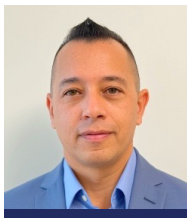
EXHIBIT “D”

(Documentation required by the City submitted by the RedSpeed during the solicitation period prior to Notice of Award)

RedSpeed Key Personnel

RedSpeed has assembled a comprehensive implementation and management team comprising seasoned industry professionals representing each key service delivery culture: Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication, and proven ability to perform at the highest levels on similar projects. RedSpeed currently has four (4) full-time employees working in Florida and is in the hiring process for four (4) more.



ROBERT LIBERMAN
CEO

GREG PARKS
Senior Vice President

MOODY EITAWIL
Senior IT System Administrator

DEBRA BEERUP
Director of Client Relations

LISA GREEN
Director of Operations

JULIO SILVA
Implementation Project Manager

JOSE CHAVEZ
Director of Engineering

MICHAEL MCALISTER
Attorney

GREGORY JOHNS
Director of Finance

RAQUEL ADAMS
Call Center Manager

GERARDO ALVARADO
Field Engineer

SERGIO RANGEL
Senior Field Engineer

CHAVIS SARGENT
Field Engineer

JENNIFER VILLARREAL
Human Resources

EXHIBIT "A"

Certificate of Approval

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

1. _____ (CHECK FOR RSMD) A CERTIFICATE OF TYPE ACCEPTANCE BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE DEVICE APPEARS ON THE CURRENT INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONSUMER PRODUCT LIST FOR RADAR SPEED CRITERIA OF RULE 15B-2.0082 FLORIDA ADMINISTRATIVE CODE.

2. X (CHECK FOR LSMD) A REPORT FROM AN INDEPENDENT TESTING LABORATORY CERTIFYING THAT A LASER SPEED MEASURING DEVICE MEETS THE MINIMUM DESIGN CRITERIA OF RULE 15B-2.014 FLORIDA ADMINISTRATIVE CODE.

Stalker LIDAR XLR

(TYPE OF EQUIPMENT OR ACCESSORIES)

Certified on April 04, 2013

MANUFACTURED BY
Applied Concepts Incorporated

2609 Technology Drive

Plano, Texas 75074

Certifying Authority (signature)	Lieutenant Title
John J. Bagnardi	April 04, 2013
Certifying Authority (printed name)	Date

HSMV 60013 (7/03)

EXHIBIT "A"

Type of identification produced_____ **(NOTARY'S SEAL)**

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF Illinois)

SS

COUNTY OF Will)

On this 28th day of December, 2023 , before me, the undersigned authority, personally appeared Robert Liberman, to me known to be the individual described in and who executed the foregoing instrument as CEO of RedSpeed Florida, a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Robert Liberman

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Gregory Johns Jr_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Robert Liberman am the *(title)* CEO and the duly authorized representative of the firm of *(Firm Name)* RedSpeed Florida, LLC whose address is 6245 Clark Center Ave Suite J Sarasota, FL 34238, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: RedSpeed Florida, LLC

Printed Name: Robert Liberman

Signature: Robert Liberman Title: CEO

Date: December 28, 2023

STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 28th (*date*) by Robert Liberman (*name of officer or agent, title of officer or agent*), of RedSpeed Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 11/13/2027

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

EXHIBIT "A"

FORMS

FIRM PROFILE

1. Firm (or joint venture) Name & Address

RedSpeed Florida, LLC

Corporate Address:
450 Eisenhower Lane North
Lombard, Il 60148

Florida Headquarters
6245 Clark Center Ave, Suite 3
Sarasota, FL 34328

South Florida Office
8333 N.W. 53rd Street, Suite 450
Doral, FL 33166

Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

1e. Licensed to do business in the State of Florida
_X___ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Robert Liberman
630.329.9856
robert.liberman@redspeed.com

1a. Firm is __X_ National ____ Regional ____ Local

FEIN # 80-0218940

1g. Address of office to perform work, if different from Item 1

1 b. Firm is a County Certified Small Business ___Yes __x_ No

1c. Firm is a County Certified Disadvantage Business Enterprise
_____ Yes __x____ No

1d. Firm is a Certified Minority Business _____ Yes x_____ No

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

Please see Personnel Tab for detailed disciplines and assignments.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes _____ No N/A

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

RedSpeed Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

450 Eisenhower Lane North
Lombard IL 60148

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

35 %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

0 %

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Automated Speed Enforcement

2. This sworn statement is submitted by RedSpeed Florida, LLC (entity submitting sworn statement), whose business address is 450 Eisenhower Lane North and its Federal Employer Identification Number (FEIN) is 80-0218940. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager.

4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control 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 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

Fill in Form

PUBLIC ENTITY CRIMES

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH 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.

Robert Liberman
(Signature)

1/8/2024
(Date)

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 8th Day of January, 2024, by Robert Liberman, who is personally known to me or who has produced Drivers License as identification.

NOTARY SEAL

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

NOTARY PUBLIC:

SIGN: _____

PRINT: Gregory Johns Jr
Notary Public, State at large
My Commission Expires: 11/13/2027

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action 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 convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Robert Liberman

Signature

Robert Liberman

Printed Name

RedSpeed Florida, LLC

Bidder Name

12/28/2023

Date

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation 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 indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Michael McAllister
Typed name:

Greg Parks
Typed name:

BIDDER:

By: Robert Liberman

Name: Robert Liberman

Title: CEO

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 28th (*date*) by Robert Liberman who is personally known to me or who has produced Drivers License as identification.

My commission expires: 11/13/2027

NOTARY PUBLIC

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

EXHIBIT “E”

(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & 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 & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule	**Limits**
Commercial General Liability	$1,000,000 Each Occurrence
Blanket Contractual Liability	$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	$1,000,000 Combined Single Limit
Broad Form Property Damage	$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	$1,000,000 Each Accident
Disease Policy Limit	$1,000,000

Insurance Summary:

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS **FIRM**

DATE **CITY OF PLANTATION**
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY)
12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 American Underwriters Miami, FL 33166	CONTACT NAME: Agent Name (A/C, No, Ext): FAX (A/C, No): Agent CONTACT INFORMATION
INSURED Any-Business 1101 Easy St MIAMI, FL 33131	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E :

NAIC #

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE Per - OCCUR X						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-C JECT LO						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY		X				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$ INCLUDED
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ INCLUDED
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ INCLUDED
								$
	UMBRELLA LIAB X OCCUR CLAIMS-	X	X				EACH OCCURRENCE	$
	X EXCESS LIAB MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X				X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EAEMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

City OF Plantation **400 NW 73rd AVENUE** **PLANTATION, FL 33317**	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 - REQUIRED SIGNATURE

REDSILL-01 JSANDERS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2024

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	CONTACT NAME:	
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Redspeed Florida, LLC
450 Eisenhower Lane North
Lombard, IL 60148

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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			CPO 6899538 - 00	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			CPO 6899538 - 00	10/9/2023	10/9/2024	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE			AUC 6943723-00	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 10,000,000
	DED [ ] RETENTION $						AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		WC 6899539 - 00	10/9/2023	10/9/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THe following are included as Additional Insureds on the General Liability and Automobile Policies and Loss Payee on the Automobile Policy per written contract: City of Plantation
The General Liability Policy is on a Primary and Non-Contribtiory Basis per written contract.

A Waiver of Subrogation applies to the the General Liability, Automobile and Workers Compensation Policies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

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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The ACORD name and logo are registered marks of ACORD
EXHIBIT "A"

Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

EXHIBIT “F”

(General Terms and Provisions)

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

   a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

   b. The Proposer's compliance record with contract general conditions on other projects,

   c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

   d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

   e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

   f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company 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.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. 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)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. 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)

D. 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)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (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)

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Robert Liberman

Witness

(Authorized Signature in Ink or Electronic)

Robert Liberman

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

CEO

(Printed Title of Above Signer)

12/28/2023

(Date Signed)

STATE OF Illinois

COUNTY OF Will

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 28th day of December, 2023, by Robert Liberman, as CEO for RedSpeed Florida, LLC, who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Gregory Johns Jr

My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

EXHIBIT “G”

(Federal Bureau of Investigation
Criminal Justice Information Services
Security Addendum)

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

File Attachments for Item:

18. City Council Resolution No. 2025-154 - A resolution of the City of Lake City, Florida, amending the City budget for the Fiscal Year beginning October 1, 2024 and continuing through September 30, 2025 by increasing line items in the appropriations and expenditures of certain funds of the City; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
11/6/25

RESOLUTION NO 2025-154

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND CONTINUING THROUGH SEPTEMBER 30, 2025 BY INCREASING OR DECREASING LINE ITEMS IN THE APPROPRIATIONS AND EXPENDITURES OF CERTAIN FUNDS OF THE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID BUDGET; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Subsection 201(e) of the City Charter of the City of Lake City authorizes the City to appropriate and expend the money of the City for any lawful purpose; and

WHEREAS, the City Council of the City of Lake City (the "City") is the governing body for the City; and

WHEREAS, Florida Statutes require each municipality of the state to develop an annual budget; and

WHEREAS, the City Council has approved an annual budget for the fiscal year 2024-2025 in compliance with Florida Statute; and

WHEREAS, Section 166.241(5), Florida Statutes, authorizes the governing body of a municipality to adopt a final amendment to the budget within 60 days following the end of the fiscal year; and

WHEREAS, the 2024-2025 fiscal year ended on September 30, 2025; and

WHEREAS, the City Council desires to adopt an amendment to the fiscal year 2024-2025 budget; and

WHEREAS, the proposed budget amendments increases or decreases funds within the fiscal year 2024-2025 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

1. The budget for fiscal year 2024-2025 shall be and is amended to reflect amendments in the appropriations and expenditures of the City's various budget funds as more particularly set forth in Exhibit A hereto.

2. The City Finance Director is directed to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

3. The City Finance Director is directed to post the budget amendments adopted hereby on the City's

official website within five (5) days after the adoption of this resolution and the related budget amendments in accordance with Section 166.241(6), Florida Statutes.

4. The City Clerk is directed to maintain the posting of the budget amendments adopted hereby on the City's official website for two (2) years following the date they are initially posted on such website in accordance with Section 166.241(6), Florida Statutes.

5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Attachment A
FY 2025 BUDGET AMENDMENT

GENERAL FUND - 001

TO	001.02.512-030.49	Operating Expense Other Current Charges	$	54,000.00
FROM	001.16.574-080.82	Grants & Aid Special Events	$	54,000.00

Community Program Director Special Events were budgeted in Public Assistance and in the future will now be budgeted in the City Manager's Department.

TO	001.05.514-010.12	Personnel Services Salary	$	88,000.00
FROM	001.15.541-010.12	Personnel Services Salary	$	88,000.00

Council approved to hire an In-House Attorney and Legal Admin.

TO	001.05.519-010.22	Personnel Services Retirement Contributions	$	2,800.00
FROM	001.15.541-010.22	Personnel Services Retirement Contributions	$	2,800.00

Retirement is more than budgeted per the actuary report.

TO	001.05.519-030.31	Professional Services	$	29,000.00
FROM	001.05.519-080.82	Grants and Aid to Private Organizations	$	29,000.00

NJN Consulting Services and Sunrise Consulting more than amount budgeted. Approved by Council.

TO	001.08.513-030.46	Operating Repairs & Maintenance	$	2,400.00
FROM	001.08.513-010.12	Personnel Services Salary	$	2,400.00

Vehicle # 106 repairs more than budgeted.

TO	001.10.519-030.31	Professional Services	$	125,000.00
TO	001.10.519-030.46	Operating Repairs & Maintenance	$	65,000.00
FROM	001.05.519-090.99.02	Contingency	$	190,000.00

Gallagher Benefit Services for bidding out Insurance approved by Council and City Hall 1st Floor Repairs.

CRA FUND - 103

TO	103.40.559-030.31	Operating Expense Insurance	$	25,000.00
FROM	103.40.559-060.63	Capital Infrastructure	$	25,000.00

Inspire Placemaking Collective Contract for CRA Master Plan approved by Council.

JAG FUND - 107

EXHIBIT "A"

TO	107.11.521-030.52	Operating Supplies	$	120,737.00
FROM	107-331.20	Federal Grants Public Safety	$	120,737.00

Edward Byrne JAG grants awarded in for patroller shields, comm. boxes and modular vehicle barrier.

FIRE FUND - 110

TO	110.50.522-010.24	Personnel Services Workers' Compensation	$	36,000.00
FROM	110-342.20	Public Safety Fire Protection	$	36,000.00

Workers' Comp was more than the budgeted amount because of Year-End Trueup.

TO	110.50.522-060.64	Capital Machinery & Equipment	$	2,336,500.00
FROM	110-331.20	Federal Grants Public Safety	$	231,909.00
FROM	110-281.04	Fund Balance	$	2,104,591.00

Council approved the use of ARPA funds for the purchase of a Fire Ladder Truck and Equipment & Federal and State Grants awarded for air packs, generator, HVAC, and chiller

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AIRPORT FUND - 140

TO	140.60.542-090.91.09	Transfers to Airport Construction Fund	$	2,650.00
FROM	140.60.542-090.99.02	Contingency	$	2,650.00

Grant matches for current and prior years

SALES TAX BOND FUND - 304

TO	304.30.517-030.31	Professional Services	$	2,050.00
FROM	304.30.517-060.62	Capital Building	$	2,050.00

Arbitrage calculation by Integrity Public Finance to keep the City compliant with the IRS.

AIRPORT CONSTRUCTION FUND - 341

TO	341.60.542-060.62	Capital Building	$	237,396.00
TO	341.60.542-030.63	Capital Infrastructure	$	176,675.00
FROM	341-331.41	Federal Grants Airport Development	$	275,928.00
FROM	341-334.41	State Grants Airport Development	$	138,143.00

FAA and FDOT Grants awarded for North Hangar Design & Construction, Taxiway A Repairs, and Industrial Loop Rd Drainage.

WATER SEWER FUND - 410

TO	410.70.536-010.12	Personnel Services Salary	$	74,300.00
FROM	410.70.536-030.31	Professional Services	$	74,300.00

GIS Analyst Position was added to the Budget on the Position Schedule in Final Budget Hearings and the funding was inadvertently missed. Dept was notified before filling the position.

TO	410.70.536-060.63	Capital Infrastructure	$	400,000.00
FROM	410-369.90	Misc Revenue	$	400,000.00

City and County Project to Extend Utilities down State Road 47.

TO	410.71.536-030.34	Contractual Services	$	4,200.00
FROM	410.70.536-090.99.02	Contigency	$	4,200.00

Utility Billing Services more than budgeted amount.

TO	410.72.536-010.12	Personnel Services Salary	$	23,950.00
FROM	410.72.536-030.46	Operating Repairs & Maintenance	$	23,950.00

Employees termed and paid out vacation and 25% sick leave was not budgeted.

WATER SEWER CONSTRUCTION FUND - 412

TO	412.70.536-030.31	Professional Services	$	2,050.00
FROM	412.70.536-060.63	Capital Infrastructure	$	2,050.00

Arbitrage calculation by Integrity Public Finance to keep the City compliant with the IRS.

NATURAL GAS FUND - 420

TO	420.80.532-030.49	Operating Expense Other Current Charges	$	220,000.00
FROM	420-343.20.01	Physical Environment Natural Gas Sales	$	220,000.00

Sold more Natural Gas than what was budgeted.

File Attachments for Item:

19. City Council Resolution No. 2025-155 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for administration of Federal Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
11/05/25

RESOLUTION NO 2025 - 155

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ADMINISTRATION OF FEDERAL GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") is implementing Phase Two of the Septic to Sewer Program from the Casey Jones RV Park (the "Project"); and

WHEREAS, the State of Florida Department of Environmental Protection (the "FDEP") administers certain federal grant funds that may be accessed by the City to augment the City's routine and customary resources to assist the City as it enhances its wastewater collection and treatment system; and

WHEREAS, the FDEP has awarded the City certain grant funds (the "Grant Funds") to assist the City as it constructs a wastewater collection/transmission system to connect the Casey Jones RV Park to the existing wastewater conveyance infrastructure; and

WHEREAS, the FDEP and the City desire to enter into that certain contract to govern administration of the Grant Funds by adopting the terms of the proposed contract with the FDEP in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project by engaging the Vendor's services is in the public interest and in the interests of the City; now therefore,

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Agreement to accept the Grant Funds is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and

5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **SR 47/I-75 Septic-to-Sewer Program: Phase 2 (RV Park Extension)**
Agreement Number: **QG022**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Lake City** Entity Type: **Local**

Grantee Address: **205 N. Marion Avenue, Lake City, Florida 32055** FEID: **59-6000352**

(Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **June 30, 2029**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **Lat/Long: (30.1178, -82.6594)**

Project Description: **The Grantee will construct a wastewater collection/transmission system to connect the Casey Jones RV Park to the existing wastewater conveyance infrastructure, replacing the use of the existing septic tanks.**

5. Total Amount of Funding: **1794000**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**WQIG, GAA LI 1741, FY 24-25, WPSPTF**	$ **1794000**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1794000**

6. Department's Grant Manager
Name: **Shane Doran** or successor
Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., MS 3602, Tallahassee, FL 32399-3000**
Phone: **850-245-2893**
Email: **Shane.Doran@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Steve Brown** or successor
Address: **City of Lake City, 205 North Marion Ave., Lake City, FL 32055**
Phone: **386-719-5398**
Email: **browns@lcfla.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): **Exhibit G: Declaration of Restricted Covenant**	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Lake City **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Don Rosenthal, City Manager, City of Lake City

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Shane Doran, DEP Grant Manager

_____

Kyleigh Revis, DEP QC Reviewer

EXHIBIT

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG022

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is SR 47/I-75 Septic-to-Sewer Program: Phase 2 (RV Park Extension). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. QG022), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming

by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Columbia County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. QG022, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: SR 47/I-75 Septic-to-Sewer Program: Phase 2 (RV Park Extension)

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1178, -82.6594).

PROJECT BACKGROUND: The City of Lake City (Grantee) will complete Phase 2 of the SR 47/I-75 Wastewater Improvements Project. Phase 1 included the construction of two new lift stations, a small amount of gravity main installation and extension of an existing force main to connect the new lift stations to the City's existing centralized wastewater collection and transmission system. Phase 2 is the Casey Jones RV Park Extension, abandoning approximately 20 existing septic systems and connecting the RV Park facilities to the Phase 1 gravity main through a combination of grinder pump stations and gravity collection system extensions. This RV Park is in the Santa Fe River BMAP, and septic flows can infiltrate into Cannon Creek, less than a quarter mile away. A dye tracer study was performed at the Cannon Creek sink, and it found that the flows reach the Ichetucknee Springs group in 2-3 days. Septic to sewer conversion in this area will reduce nitrogen loading and help improve the water quality of the Lower Santa Fe and Ichetucknee River systems.

PROJECT DESCRIPTION: The Grantee will construct a wastewater collection/transmission system to connect the Casey Jones RV Park to the existing wastewater conveyance infrastructure, replacing the use of the existing septic tanks. Grant funding will be used for the bidding, project management, construction and connection of the combination of low-pressure grinder pump station and gravity collection system to the City's centralized wastewater system. The Grantee will also acquire an easement within the Casey Jones RV Park.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Commitment to Basin Management Action Plan (BMAP)

Deliverables: The Grantee will submit an official letter to the Department's Division of Environmental Assessment and Restoration indicating its commitment to completing this project and requesting this project be included in the Santa Fe River BMAP.

Documentation: The Grantee will submit a signed copy of this letter to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the copy of the letter to ensure it indicates the Grantee's commitment to completing this project and contains a request for this project to be included in the appropriate BMAP. Approval by the Department will be indicated by written acceptance by the Department's Grant Manager.

Payment Request Schedule: There is no reimbursement specifically for this task.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

EXHIBIT

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the Casey Jones RV Park in the City of Lake City. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals, as needed; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 4: Project Management

Deliverables: The Grantee will provide project management services related to SR 47/I-75 Septic-to-Sewer Program: Phase 2 (RV Park Extension), to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Construction

Deliverables: The Grantee will construct the SR 47/I-75 Septic-to-Sewer Program: Phase 2 (RV Park Extension) in accordance with the final design documents. The Grantee will submit through the

EXHIBIT

Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 4) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

DIRECT PAYMENT:

For those grant agreements for which advance or direct payment is approved, the reference to "payment" in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

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EXHIBIT

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Commitment to Basin Management Action Plan (BMAP)	No-Cost Deliverable	$0	07/01/2024	01/31/2026
2	Bidding and Contractor Selection	Contractual Services	$16,900	07/01/2024	12/31/2026
3	Land Acquisition	Land Acquisition	$5,000	07/01/2024	07/31/2027
4	Project Management	Contractual Services	$66,680	07/01/2024	12/31/2028
5	Construction	Contractual Services	$1,705,420	07/01/2024	12/31/2028
		Total:	$1,794,000		

EXHIBIT

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1741, WPSPTF	$1,794,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,794,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. QG022

EXHIBIT G

This Grant Agreement was executed on _____(date), by and between the Florida Department of Environmental Protection and City of Lake City (Grantee), for in pertinent part, land acquisition in Columbia County, Florida, for the purpose of constructing a wastewater collection and transmission system. A copy of the Grant Agreement can be viewed at: https://facts.fldfs.com/ under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement an environmental benefit under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for the low-pressure sewer system as its primary purpose. The property may not be used for any purposes other than the primary purpose described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.

File Attachments for Item:

20. City Council Resolution No. 2025-161 - A resolution of the City of Lake City, Florida, authorizing the City Manager to issue trespass warnings and orders related to real property owned or leased by the City; making findings of fact in support thereof; directing the City Clerk to reflect such authorization in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such authorization in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
11/17/25

RESOLUTION NO 2025 – 161
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE TRESPASS WARNINGS AND ORDERS RELATED TO REAL PROPERTY OWNED OR LEASED BY THE CITY; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE CITY CLERK TO REFLECT SAID AUTHORIZATION IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH AUTHORIZATION IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "'City") owns and leases certain real property from time to time (the “Real Property”); and

WHEREAS, the City Council as the governing board of the City is authorized and empowered to issue trespass warnings and orders to those trespassing upon Real Property; and

WHEREAS, the City Council may, and is empowered to designate an agent for the City Council to issue such trespass warnings and orders as such agent determines is necessary and prudent; and

WHEREAS, the City Manager is the chief executive officer of the City; and

WHEREAS, appointing the City Manager as the City Council’s agent to manage the Real Property and, in the City Manager’s discretion, when necessary and prudent, to issue trespass warnings and orders to those who are present on the Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such real property; and

WHEREAS, the City Council has determined the City Manager, as the chief executive officer of the City is in the best position when necessary and prudent, to issue trespass warnings and orders to those who are present on the Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such real property; and

WHEREAS, the City Council does authorize and direct the City Manager, when necessary and prudent, to issue trespass warnings and orders to those who are present on the Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such real property; and

WHEREAS, it is in the public or community interest and in furtherance of the public welfare of the City to authorize and direct the City Manager, when necessary and prudent, to issue trespass warnings and orders to those who are present on the Real Property for reasons contrary to the

public purposes for which the City maintains, administers, and owns or leases such real property, effective immediately, and until circumstances shall dictate otherwise; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida, as follows:

1. Authorizing and directing the City Manager, when necessary and prudent, to issue trespass warnings and orders to those who are present on the Real Property for reasons contrary to the public purposes for which the City maintains, administers, and owns or leases such real property, is in the public or community interest and for public welfare; and
2. Accordingly, the City Manager shall be and is so authorized and directed; and
3. The City Clerk is directed to reflect the authorization set forth herein in the official records of the City.
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney