Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
October 07, 2026 6:30 P.M.

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CIVILITY AND DECORUM

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- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

1. Proclamation - National Friends of Libraries Week - October 18, 2026 to October 24, 2026

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. Attorney-Client (Private) Session Minutes - September 9, 2026
3. 2nd and Final Public Hearing - FY 2027 Town of Lake Park Budget Meeting Minutes - September 16, 2026
4. Regular Commission Meeting Minutes - September 16, 2026
5. Attorney- Client (Private) Session Minutes - September 23, 2026
6. Resolution 92-10-26 - Florida City Week - October 19-25, 2026
7. Resolution 93-10-26 - Marina Management Software (Renewal - Retroactive) - The Wanderlust Group (TWG)(DOCKWA) - $ 15,844.02 annually

8. Resolution 101-10-26 - Amendment No. 1 – Agreement No. LPA0557 (One-Year Time Extension - October 31, 2027) – Lake Park Septic to Sewer Conversion Project – Florida Department of Environmental Protection (FDEP) - $1,000,000
9. Resolution 94-10-26 - Submit Grant Application - Federal Highway Administration - PROTECT Resilience Improvement Grant to support a design update, permitting and construction of the Park Avenue Stormwater Resilience and Roadway Improvements Project - Not To Exceed $4,000,000 (20% Local Match - Not To Exceed $1,000,000
10. Resolution 96-10-26 - Agreement (Piggyback) - Bulk Fuel, Gasoline, Diesel, Marine and Biodiesel - Petroleum Traders Corporation
11. Resolution 97-10-26 - Agreement (Piggyback) - Bulk Fuel, Gasoline, Diesel, Marine and Biodiesel - Campbell Oil Company
12. Resolution 98-10-26 - Agreement (Piggyback) - Bulk Fuel, Gasoline, Diesel, Marine and Biodiesel - Pro Energy, LLC
13. Resolution 103-10-26 - Cell Service & Mobile Device Provider (Piggyback) - All Departments & Retroactive Purchase - Eighteen (18) Devices - PW Department - AT&T - $14,043.60 Annually

BOARD MEMBER NOMINATION:

14. Appointment - Tree Board - Mr. Brady Drew

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

15. Ordinance 09-2026 – Amendment - Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development Plan Review; General Procedures - 1st Reading

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

OLD BUSINESS:

16. Reconsideration - Amendment - Regular Commission Meeting Minutes - September 2, 2026

NEW BUSINESS:

17. Agreement - Sales at Sea Settlement (Sales & Office Barge) – Lake Park Harbor Marina.

18. Resolution 99-10-26 – Repair Services (RFQ #131-2026) – Automated Side Loader Unit #58 Grabber Arm Replacement – Sunbelt Waste Equipment, LLC – $32,950.69
19. Resolution 100-10-26 – Agreement (Piggyback) – Approve Purchase of One (1) 2026 Mack Granite Vac-Con Sewer Combination Cleaner (Vacuum Truck) - Nextran Truck Centers - $589,866
20. Resolution 102-10-26 - Work Authorization – Stormwater Basins 12 and 22 Cleaning, Investigation and Repairs - Shenandoah General Construction, LLC – Not To Exceed $426,796.43

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 4, 2026

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2025

Originating Department: Library

Agenda Title: Proclamation - National Friends of Libraries Week - October 18, 2026 to October 24, 2026

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Proclamation

Please initial one:

JKC Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

During the September 16, 2026, Regular Commission Meeting, the Town Commission approved a request to consider a proclamation declaring October 18, 2026 to October 24, 2026 as National Friends of Libraries Week.

National Friends of Libraries Week was created in 2006 to recognize and celebrate the invaluable contributions of Friends groups across the nation.

The Friends of the Lake Park Public Library volunteer at Town Library programs and raise funds for the Summer Reading Programs and the annual Read for the Record as well as to improve the appearance of the Library.

Diane Keene, President of the Friends of the Lake Park Public Library is expected to attend and will accept the Proclamation during the Commission meeting.

Recommendation:
I move to approve the Proclamation declaring National Friends of Libraries Week on October 18, 2026 to October 24, 2026 in the Town of Lake Park, Florida.

PROCLAMATION DECLARING OCTOBER 18 – OCTOBER 24, 2026, AS NATIONAL FRIENDS OF LIBRARIES WEEK

Whereas the American Library Association's division, United for Libraries, established National Friends of Libraries Week in 2006 to recognize and celebrate the invaluable contributions of Friends groups across the nation; and

Whereas since its founding, National Friends of Libraries Week has encouraged communities to honor the volunteers who advocate for libraries, raise funds to enhance programming, sponsor cultural events, and promote greater community engagement; and

Whereas libraries are vital community institutions that provide free access to information, lifelong learning, and cultural enrichment for people of all ages and backgrounds; and

Whereas the Friends of the Library are dedicated volunteers who generously contribute their time, talent, and resources to support and strengthen library services; and

Whereas the Friends of the Lake Park Public Library, founded in 1986, have played a vital role in enhancing library services for our community; and

Whereas the Friends have supported the library by providing furniture for the Children's Room, sponsoring Summer Reading Programs and the annual Read for the Record, supplying refreshments for art exhibit receptions, and volunteering at countless programs; and

Whereas National Friends of Libraries Week offers a fitting opportunity to recognize and celebrate the countless contributions of these devoted individuals who work tirelessly to enrich our community;

NOW, THEREFORE, be it resolved that I, Roger Michaud, Mayor of the Town of Lake Park, Florida, do hereby proclaim October 19 – October 25, 2025, as:

National Friends of Libraries Week

and proudly honor the Friends of the Lake Park Public Library for their steadfast commitment to supporting, strengthening, and advancing the mission of our library for the benefit of all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lake Park, Florida, to be affixed this ___ day of October, 2026.

BY: _____
Mayor Roger Michaud

ATTEST: _____
Vivian Mendez, Town Clerk

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026 Regular Commission Meeting
Originating Department: Clerk
Agenda Title: Attorney-Client (Private) Session Minutes - September 9, 2026
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Minutes

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Recommended Motion:
I move to approve the minutes of the September 9, 2026 Attorney-Client (Private) Session.

Lake Park Town Commission, Florida

Special Called Commission Meeting

For An Attorney-Client Session

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
September 9, 2026 6:30 P.M.

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

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CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

COMMISSION WILL RECESS THE SPECIAL CALLED COMISSION MEETING AND GO INTO A PRIVATE ATTORNEY-CLIENT SESSION.

The Town Commission for the Town of Lake Park will have a private Attorney-Client session as authorized by §286.011(8), in the Town Hall Conference Room. It is expected that the Attorney-Client portion of the Special Called Commission meeting will be attended by: Mayor Roger Michaud, Vice Mayor Michael Hensley, Commissioners John Linden, Michael O'Rourke and Judith Thomas, as well as Town Attorneys, Thomas J. Baird and Travis J. Foels, and Town Manager Richard Reade. The purpose of the private Attorney-Client session is to discuss litigation FOREST DEVELOPMENT P3 LPM, LLC v. TOWN OF LAKE PARK. The Attorney-Client Session is expected to begin at approximately 6:30 P.M. or as soon thereafter as possible and is anticipated to last at least one hour. Also, be advised that at the conclusion of this private Attorney-Client Session, the Commission will re-convene its Special Call Meeting in the Town Commission Chambers and take up the business on its agenda.

AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALLED COMMISSION MEETING.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 16, 2026

Lake Park Town Commission, Florida

Private Attorney-Client Session

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday September 09, 2026 6:30pm

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

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CALL TO ORDER/ROLL CALL

6:33 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner John Linden

Commissioner Michael O'Rourke

ABSENT

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

COMMISSION WILL RECESS THE SPECIAL CALLED COMISSION MEETING AND GO INTO A PRIVATE ATTORNEY-CLIENT SESSION.

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AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALLED COMMISSION MEETING.

Mayor Michaud stated for the record that Commissioner Thomas is absent for this meeting.
The Commission recessed at 6:35 P.M.
The Commission reconvened at 7:55 P.M.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird made a request for another Attorney-Client Session tentatively as a part of the next Commission meeting or as a special called meeting. The Town Manager will poll the Commission for the best date to conduct the Attorney-Client Session and the Town Clerk will create the public notice of the meeting.

ADJOURNMENT:

Motion to adjourn made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.
Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Linden, Commissioner O'Rourke.
Meeting adjourned 7:57 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 16, 2026.

_____
Mayor Roger D. Michaud

Town Seal

_____
Town Clerk, Vivian Mendez, MMC

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Clerk

Agenda Title: 2nd and Final Public Hearing - FY 2027 Town of Lake Park Budget Meeting Minutes - September 16, 2026

Agenda Category: Consent

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approve the minutes of the September 16, 2026 2nd and Final Public Hearing for the FY 2027 Town of Lake Park Budget Meeting.

Lake Park Town Commission, Florida

Final Public Hearing on the Budget Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday September 16, 2026 6:30 pm

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

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CALL TO ORDER/ROLL CALL

6:42 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

Commissioner Thomas led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion to approve the agenda made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

PUBLIC COMMENT:

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NONE

CONSENT AGENDA:

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PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

1. Resolution 90-09-26 - Establish FY 2026-2027 Millage Rates - Operating (SECOND AND FINAL READING)

   Town Manager Richard Reade presented the millage rate of 5.0 mills.

   Motion to approve Resolution 90-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

   Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

2. Resolution 91-09-26 - Adopting a Final Budget for the Fiscal Year 2026/2027

Town Manager Reade presented the budget. Mayor Michaud requested that the budget reflect that merit increases are up to three percent if warranted and are not automatic. Commissioner Thomas asked if any employees had received their evaluations for 2026 because she is aware of employees who had not received theirs. Finance Director Gould stated that employees would receive evaluations during their anniversary month. Commissioner Thomas stated for the record that not everyone here has gotten their evaluation. She stated that merit increases are based on merit. Vice Mayor Hensley stated that merit increases are budgeted at the max for budgeting purposes, but not everyone gets the max. Finance Director Gould added that if an employee's evaluation was in June, they would only get the increase starting in June, but it is budgeted for the entire year. Mayor Michaud agreed that the language in the budget should say "up to" three percent and also that we need to ensure that everyone is being evaluated. Finance Director Gould stated that Human Resources would have been in charge of that but that she will follow up with on it. Town Manager Reade clarified that Department Heads are responsible for doing their employees evaluations and that he is responsible for doing the Department Head evaluations which he is behind on. Mayor Michaud indicated that those needed to be completed with the new fiscal year about to begin. Commissioner Thomas stated that it is the function of the Human Resources Department to monitor the evaluation process. Motion to approve Resolution 91-09-26 made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Commissioner O'Rourke stated he will not be supporting the CRA budget because it doesn't account for the oval-about project. Town Manager Reade stated that they are funding the oval-about in this budget. Commissioner O'Rourke clarified that they are funding the plans and design only. Mayor Michaud stated for the record that they are budgeted for moving forward with the project.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden.

Voting Nay: Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird stated that he appreciates that the Town has budget funds that will allow them to continue to defend themselves in the litigation that has been filed.

-Vice Mayor Hensley stated that he appreciates the work and effort involved with the budget.

-Mayor Michaud also thanked staff for their hard work on the budget.

ADJOURNMENT:

Motion to adjourn made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Meeting adjourned 7:00 p.m.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held directly after this meeting.

_____

Mayor Roger D. Michaud

Town Seal

_____

Town Clerk, Vivian Mendez, MMC

_____

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026
Originating Department: Clerk
Agenda Title: Regular Commission Meeting Minutes - September 16, 2026
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-C, Comment Cards

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Recommended Motion:
I move to approve the minutes of the September 16, 2026 Regular Commission Meeting.

Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday September 16, 2026
Immediately Following the Final Public Budget Meeting

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
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CALL TO ORDER/ROLL CALL

7:00 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The pledge was conducted during the Final Public Budget Hearing.

APPROVAL OF AGENDA:

Mayor Michaud announced that item number 12 has been removed from the agenda.

Motion to approve the agenda as amended made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Commissioner O'Rourke stated that item 11 should not appear on the Consent Agenda because it addresses easements. Mayor Michaud stated that he can make that request once they get to the consent agenda.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden.

Voting Nay: Commissioner O'Rourke

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Gold Star Mother's and Family's Day - September 27, 2026

   Mayor Michaud presented Lauren Berkson, representing Gold Star Mother's and Families with the proclamation. Ms. Berkson thanked the Commission for their recognition and for placing a marker at Kelsey Park.

2. Proclamation - National Voter Education Week - October 5, 2026 to October 9, 2026

   Mayor Michaud presented Supervisor of Elections Wendy Link with the proclamation. Ms. Link thanked the Commission and provided the voting statics for Palm Beach County. She encouraged everyone to vote.

3. Presentation, Discussion & Direction - 10th Street Road and Green Infrastructure (Stormwater) Improvements Project (60% Design)

   Capital Projects Manager John Wille explained the item (Exhibit A). Mr. David Cowan representing Baxter & Woodman gave a presentation (Exhibit B). Commissioner O'Rourke expressed concerns regarding the traffic at the intersection of 10th Street and Silver Beach Road and asked what the plan would be for that intersection. Mr. Cowan stated that Silver Beach Road is a County road which could be addressed in a separate project done in conjunction with the County. Commissioner O’Rourke also expressed concern with the multi-modal paths and E-bikes. Commissioner Linden asked what the projected start date is. Capital Projects Manager Wille explained that they plan on having a contractor onboard by the end of this year and to have the start date in February 2027.

Commissioner Linden also asked how the construction would affect the businesses in the area. Mr. Cowan explained that the contract will require the contractor to allow access to those businesses during construction and that there will be signage during this period. Vice Mayor Hensley spoke highly of the process that was followed for this project. Commissioner Thomas provided suggestions on utilizing other streets to release traffic off of 10th Street. She also spoke about the need for the finished product to be visually pleasant and conforming to code. Commissioner Thomas asked if the funds for this project would be enough. Capital Projects Manager Wille spoke about some options if the costs come in higher than what is budgeted. Commissioner Thomas asked if the bioswales would have the capacity to store water. Capital Projects Manager Wille stated that they would have that capacity.

PUBLIC COMMENT:

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-Lisa Barton is new to the Town and wants the Town to consider tree beautification.

-Johnathan Thomas, Commissioner's Thomas' son, spoke briefly about himself and his military career.

-Audrey Ruival provided written comments (Exhibit C) on behalf of Alfredo Verrone and Monique Rabyor.

CONSENT AGENDA:

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Commissioner O'Rourke requested to pull items number 5 and 11 from the consent agenda. Motion to approve remaining consent agenda items made by Vice Mayor Hensley. Seconded by Commissioner Linden.

Mayor Michaud gave a shout out to the Friends of the Lake Park Library and stated that they had made two donations to the Library, one for children's room furniture and one for a garden bench. Commissioner Thomas asked for the record if the Mayor's seat on the Friends of the Library Board would prevent him from voting on these items. Town Attorney Baird indicated that the Mayor was still able to vote. Mayor Michaud explained that he is not receiving any direct benefit from these actions.

Voting Aye: All.

4. Commission Budget Workshop #3 Minutes - August 26, 2026
6. Town of Lake Park FY 2027 Budget Meeting Minutes - First Public Hearing - September 8, 2026
7. Resolution 79-09-26 - 2027 Annual Plan of Service - Town of Lake Park Library
8. Resolution 80-09-26 – Donation - Children's Library Room Furniture - Friends of the Lake Park Public Library - $4,445.16
9. Resolution 81-09-26 – Donation - Library Rose Garden Bench - Friends of the Lake Park Public Library - $535
10. Resolution 82-09-26 - Cancel Town Commission Regular Meeting – October 21, 2026 (Per Town Code)

These items have been pulled from the consent agenda for discussion:

5. Regular Commission Meeting Minutes - September 2, 2026

Commissioner O'Rourke stated that he would like to remove the written comments that were submitted to the Town prior to the meeting because the person was not present at the meeting and objects to having this document as a part of the official record. Motion to approve the minutes as amended made by Commissioner O'Rourke. Seconded by Commissioner Thomas. Voting Aye: Mayor Michaud, Commissioner O'Rourke, Commissioner Thomas, Commissioner Linden.

Voting Nay: Vice Mayor Hensley.

11. Resolution 83-09-26 - Exclusive Easement and Partial Release – Seacoast Utility Authority (SUA) – 12th Street and Town of Lake Park Public Works Property.

Commissioner O'Rourke stated that because this agenda item involves Town owned property, that it should be open for discussion. Community Development Director Nadia DiTommaso stated that there is an area on the east side of 12th Street that Seacoast has identified as needing an easement. She stated that there is another area that Seacoast has identified as not needing an easement, so they are requesting a partial release from the original easement.

Motion to approve Resolution 83-09-26 made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley.

Voting Aye: All.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

This item has been removed from the agenda.

12. Ordinance 09-2026 – Amendment - Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development Plan Review; General Procedures - 1st Reading
    removed from the agenda

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

13. Resolution 84-09-26 - Renewal - Property and Casualty Insurance - Florida Municipal Insurance Trust (FMIT) - FY 2027
    Rommi Mitchell with Gehring Group presented the item. She stated that there was an overall premium decrease of about 2% for a total cost of $523,705.00.
    Motion to approve Resolution 84-09-26 made by Vice Mayor Hensley, Seconded by Commissioner Linden.
    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.
14. Resolution 85-09-26 - Employee Benefits [Medical Insurance - CIGNA, Dental Insurance - CIGNA, COBRA Administration – Upswing, Vision Insurance - Humana, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] - FY 2027 - $1,076,455.

Ms. Athena Erchard with Gehring Group presented the item. She explained that the health insurance renewal would have included a 40% increase, so they put out a request for proposals and received the proposal from Cigna which they reviewed and determined was a good match with only a 28.7% increase for one of the options and they recommend moving to Cigna. They also recommend implementation of a COBRA administrator.

Commissioner Linden expressed concern with the costs. Town Manager Reade explained the challenges that affect insurance rates for the Town. Commissioner Linden asked why the Gehring Group did not want to go with the Curative Plan.

Ms. Erchard explained that the cost can be high and there is a potential issue with the cash system that they use. Commissioner O'Rourke asked about the possibility of partnering with other municipalities for health care. Town Manager Reade stated that those conversations will begin to take place.

Motion to approve Resolution 85-09-26 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

15. Resolution 86-09-26 - Amendment - Article 27 - Wage Scale - Collective Bargaining Agreement - The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) - 3-Year Contract.

    Town Manager Reade explained the item and that the contract includes a 2% cost of living increase and a new contract will be negotiated next year. He clarified that this is only a contract amendment to include the 2% cost of living increase.

    Motion to approve Resolution 86-09-26 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

16. Resolution 87-09-26 – Agreement (Piggyback) – Approve Purchase of Twelve (12) Dell Pro 14 Plus Laptops – $17,152.92 2026 (LSTA Grant).

Motion to approve Resolution 87-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

17. Resolution 88-09-26 – 2026-2027 State Aid to Libraries Grant Agreement – State of Florida's Division of Library and Information Services (DLIS) - $6,656.

    Motion Resolution 88-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

18. Resolution 89-09-26 – Master Services Agreement (Renewal) - Civic Plus Agenda & Meeting Management Essentials Platform - $10,574.90.

    Motion to approve Resolution 89-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

19. Amendment - Fiscal Year 2027 Town of Lake Park Pay Grade Chart & Pay Grade Reclassifications – Three (3) Positions – Effective October 1, 2026 (FY 2027).

    Commissioner Linden asked about the status of the salary study that was previously requested. Town Manager Reade stated that was still in process. Commissioner Linden asked if the three (3) positions moving into a higher pay grade would be paid at the lowest amount for those pay grades. Town Manager Reade stated that one of the three positions is being moved to a higher pay grade but their pay is already above the base, so there will be no further change to their pay. He stated that the Information Technology position will move from intern status to full time and there will be an increase in pay. He stated that the third position is the Planner position that will be converted to a Principal Planner along with a pay increase for taking on additional responsibilities and these increases

were all included in the budget. Vice Mayor Hensley stated for the record that two of these positions are very deserving of a pay raise.

Motion to approve Amendment - Fiscal Year 2027 Town of Lake Park Pay Grade Chart & Pay Grade Reclassifications – Three (3) Positions – Effective October 1, 2026 (FY 2027) made by Vice Mayor Hensley, Seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird spoke about the Palm Beach Post article on a lawsuit brought by the Alder which he has distributed to the Dais. The Town will be defended by counsel through the Florida Municipal Insurance Trust (FMIT). He stated that it is his opinion that the allegations are retaliatory and do not address the permit or application. He stated that it is the most unique lawsuit he's seen and believes that it is meant to intimidate Town officials and staff. He stated that he expects counsel will file a motion to dismiss.

-Town Manager Reade announced the Multicultural Festival this Saturday from 5pm to 9pm in Kelsey Park; Sunset Celebration September 25th from 6-9pm. The Commission provided consensus for a Florida City Week proclamation. Town Manager Reade thanked the Commission for the 2% COLA and 3% Merit increases they approved for staff.

-Commissioner O'Rourke attended a celebration of life and a moving tribute to Commissioner Thomas' mother.

-Commissioner Thomas thanked the Town of Lake Park and the members of the Commission for their support during the tribute of her mother. She thanked the Town Clerk for taking on the additional responsibilities from the human resources department. She referenced budget cuts and not filling positions and how it affects services within the Town.

-Commissioner Linden had no comments.

-Vice Mayor Hensley participated in Read for the Record and wants to do a kick-off this year.

-Mayor Michaud mentioned some events this weekend including the Rust Market on Saturday; Multicultural Festival also on Saturday; and his mother's birthday tomorrow. He wished his mom a happy birthday. There is a Referendum coming pertaining to teachers, please vote.

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

Motion to adjourn made by Vice Mayor Hensley, Seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Meeting adjourned 9:16 p.m.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on October 7, 2026.

_____

Mayor Roger D. Michaud

Town Seal

_____

Town Clerk, Vivian Mendez, MMC

_____

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Exhibit A

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Public Works

Agenda Title: Presentation, Discussion & Direction - 10th Street Road and Green Infrastructure (Stormwater) Improvements Project (60% Design)

Approved by Town Manager: _____ **Date:** _____

Cost of Item: N/a **Funding Source:** N/A - Discussion item; design services previously authorized Resolution 103-12-25.

Account Number: N/a **Finance Signature:** _____

Advertised:

Date: N/a **Newspaper:** N/a

Attachments:
Project Plans – 60%
Project Presentation Materials – Microsoft Power-Point Slides

Please initial one:

_____ Yes, I have notified everyone.

√ Not applicable in this case

Summary Explanation/Background:

In November 2025, The Town Commission approved the design and engineering for the proposed 10th Street Road and Green Infrastructure (Stormwater) Improvements Project.

The proposed project extends along 10th Street from Park Avenue to Silver Beach Road and is centered on stormwater and resiliency improvements integrated with roadway reconstruction and complementary corridor enhancements. The approved scope includes green infrastructure, pedestrian and multimodal facilities, street lighting, landscaping, utility coordination, permitting, cost estimating, and bidding support.

At this time, the Town's contracted engineering firm, Baxter & Woodman, Inc. has completed approximately 60% of the project design and the Town Commission is being requested to provide review and provide direction on the project to ensure that the corridor improvements continue to reflect the Town's priorities for stormwater resiliency, roadway function, multimodal mobility, pedestrian safety, community character and long-term maintainability.

At the current design stage, Baxter & Woodman has developed an overall corridor plan and typical roadway sections within the available 60-foot right-of-way. The proposed sections generally incorporate 11-foot travel lanes, sidewalks, a 10-foot multimodal pathway, and bioswale or landscaped areas, with a three-lane section proposed where an additional operational or turning lane is required. These elements establish the design framework that will guide continued refinement of the project.

On November 5, 2025, the Town Commission approved the evaluation committee ranking for RFQ #115-2025 and authorized negotiations with Baxter & Woodman, Inc. On December 17, 2025, the Town Commission approved a Professional Engineering and Design Services Agreement with Baxter & Woodman, Inc. in the amount of $423,898 (Resolution #103-12-25).

The current design Agreement is funded utilizing Community Development Block Grant (CDBG) Mitigation Program administered by Florida Commerce.

A stakeholder workshop was conducted on April 25, 2026, in the Town's Commission Chambers to present preliminary project design plans, identify operational and community considerations, and obtain feedback before further design advancement. Discussion focused primarily on the configuration and user delineation of the 10-foot multimodal pathway, pedestrian crossings, the potential for limited on-street parking, street-lighting configuration and the selection and long-term maintenance of plant material within the bioswale and grass-swale areas.

The purpose of this Agenda Item is to provide the Town Commission with an update on the project's design as well as to provide direction various project design elements:

- Corridor Configuration: Confirm whether the proposed overall corridor plan and typical roadway sections should remain the basis for continued design development.
- Multimodal Pathway: Confirm the proposed 10-foot shared pathway and provide direction regarding pavement treatment, bicycle and pedestrian delineation, pavement markings and signage.
- Pedestrian Crossings: Confirm whether pedestrian crossings should be evaluated at side-street intersections, subject to engineering feasibility, sight distance, accessibility and traffic-safety considerations.
- Limited On-Street Parking: Confirm whether limited parking opportunities should be evaluated only where they can be accommodated without compromising drainage performance, pedestrian safety or continuity of the multimodal pathway.
- Street Lighting: Provide direction regarding the preferred lighting approach, recognizing that decorative fixtures, pole placement, utility clearances, permitting, installation feasibility and recurring monthly costs remain subject to coordination with FPL and applicable standards.
- Bioswale Landscaping: Establish the Town's priorities for appearance, stormwater performance, irrigation requirements, and long-term maintenance, with emphasis on durable, Florida-adapted plant material compatible with bioswale function and hydraulics.

Fiscal Impact:
There are no additional requests for funding/appropriation, construction authorization or amendment to the previously approved professional services agreement at this time.

Any Commission-directed modification or enhancement that materially expands the approved scope of services or results in an additional fiscal impact will be evaluated by staff before implementation. To the extent such enhancements are eligible for and supported by available CRA funding, the associated costs will be coordinated accordingly and, where required, brought forward for appropriate authorization.

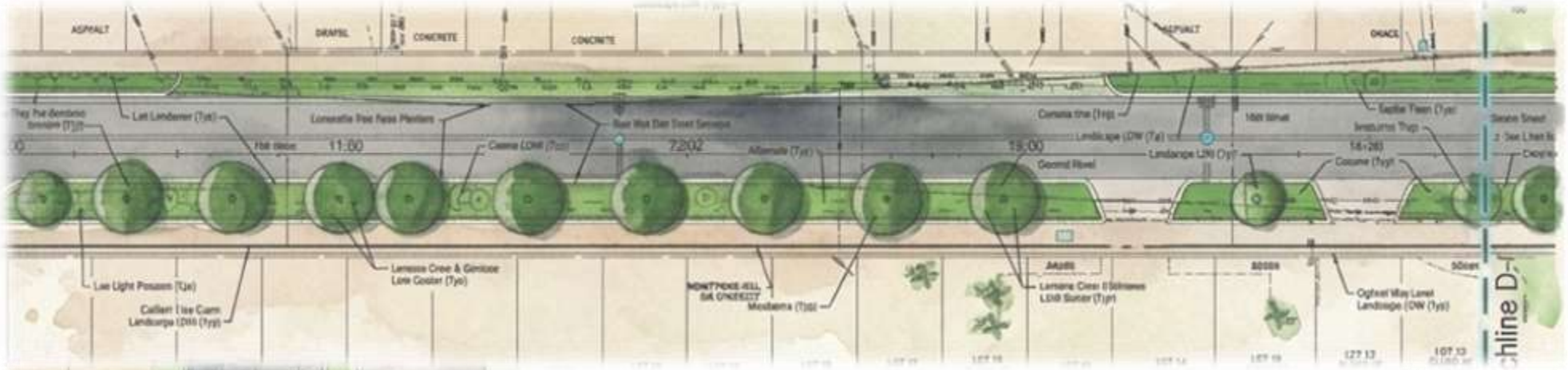
Following Commission direction, staff will continue advancing the project and will return to the Town Commission at the next appropriate design milestone with an updated opinion of probable construction cost, funding and grant status, project schedule, utility impacts, and anticipated long-term maintenance responsibilities.

Recommendation:
The Town Commission consider, discuss and provide direction regarding various aspects of the Town's on-going 10th Street Road and Green Infrastructure (Stormwater) Improvements Project; and authorize staff and Baxter & Woodman, Inc. to continue advancing the design consistent with the Town Commission's direction and the previously approved professional-services agreement.

Exhibit B

Item 4.

10th Street Green Infrastructure – Upd



Sources: Baxter & Woodman.

Public Outreach Meeting – April 25, 2026

Baxter & Woodman (B&W) attended the Public Outreach Meeting April 25, 2026.

B&W presented to the attendees:

- Typical cross sections
- Project area strip map

Public and Commissioners Concerns/Priorities:

- Use of native and adaptive plants
- Decorative lighting
- Street parking
- Bicyclist and pedestrian safety- multimodal sidewalk

Sources: Baxter & Woodman.

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- Typical cross sections
- Project area strip map

Public and Commissioners Concerns/Priorities:

- Use of native and adaptive plants
- Decorative lighting
- Street parking
- Bicyclist and pedestrian safety-multimodal sidewalk

Sources: Baxter & Woodman.

Typical Cross Sections

Existing 10th Street corridor near Silver Beach Rd

Sources: Google Earth.

Item 4.

Typical Cross Sections

Beach Rd

Sources: Baxter & Woodman

Typical Cross Sections

Existing 10th Street corridor near Park Ave

Sources: Google Earth.

Item 4.

Typical Cross Sections

PROPOSED 02

Proposed 10th Street corridor near Park Ave

Sources: Baxter & Woodman.

Plant Palette

Shrubs and Groundcover

European Fan Palm (CHh03)

Queen Emma Cordyline (CAL-15)

Stokes Dwarf Yaupon Holly (IVSD)

Blue Shore Juniper (JCBP03)

Wax Jasmine (JV)

Firebush (HP)

Apostle Iris (NG-03)

Emerald Goddess Liliope (LMUEG)

White Allouer Iris (DV)

White Indian Hawthorn (RIA)

Small Leaf Clusia (CG-07)

Cardboard Cycad (ZF-30)

Sources: Baxter & Woodman, Google Earth.

Plant Palette

Canopy and Understory Trees

Gumbo Limbo (BS6/12)

Live Oak (QVb/12)

Seagrape (CU8/12)

Dahoon Holly (ICb/12)

Pigeon Plum (CD6/12)

Blolly Wall (CG6/12)

Ginger Tree (CS6b/12)

Ugnum Vitae (LV100)

Bahamas Cassia (CS6=45)

Simpson's Stopper (MF=45)

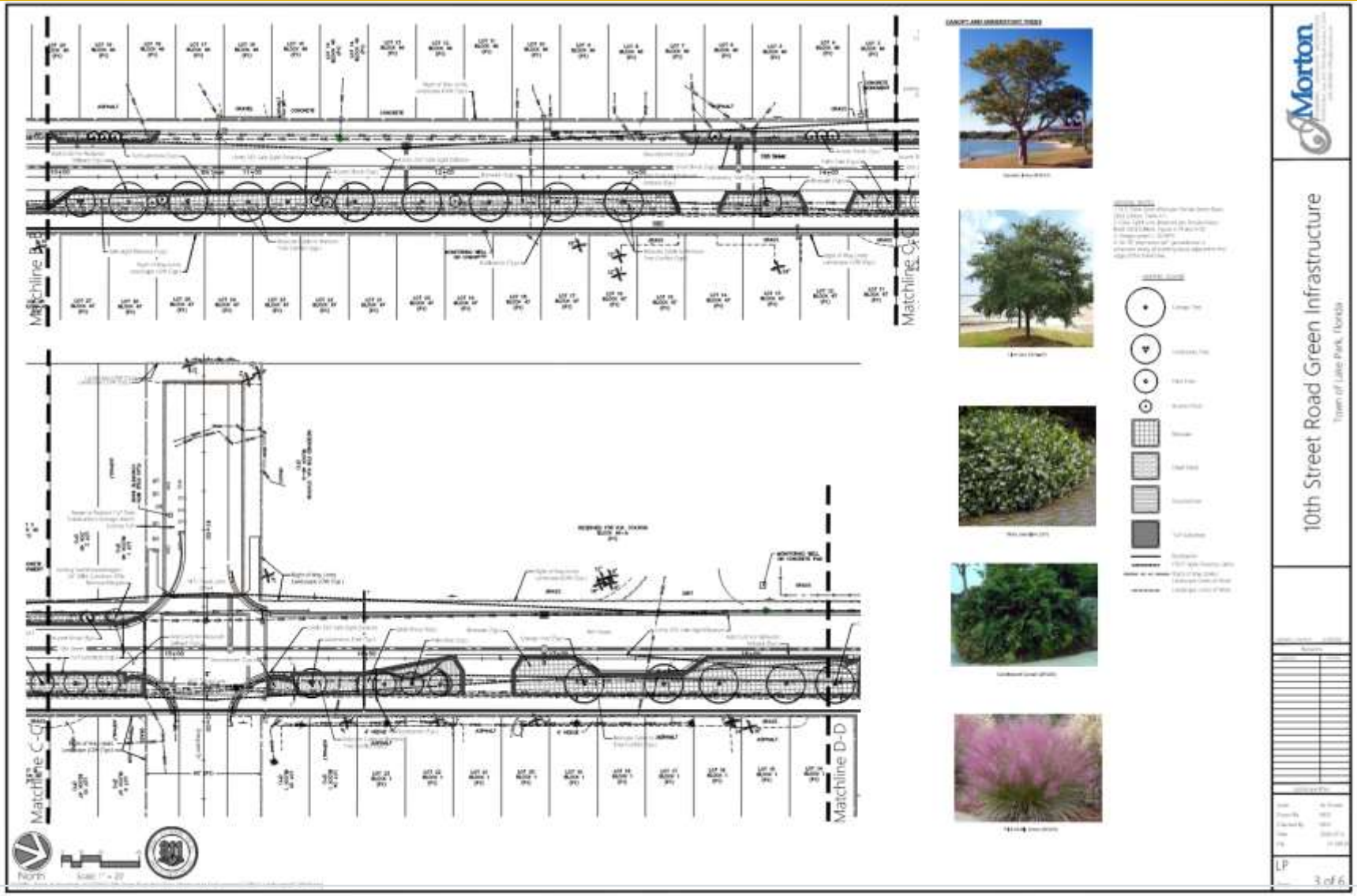
PALM TREES

McArthur Palm (PMa=12)

Sabalito Palm (PTE=12)

Sources: Baxter & Woodman, Google Earth.

Landscape Plan Sheets



Sources: Baxter & Woodman.

Item 4.

Landscape Plan Sheets

Sources: Baxter & Woodman.

Street Lighting and Crosswalks

Lake Shore Drive and Hawthorne Drive Intersection

Diagonal Herringbone Surface Applied Pattern Pavement

Sources: Google Earth

Street Lighting and Crosswalks

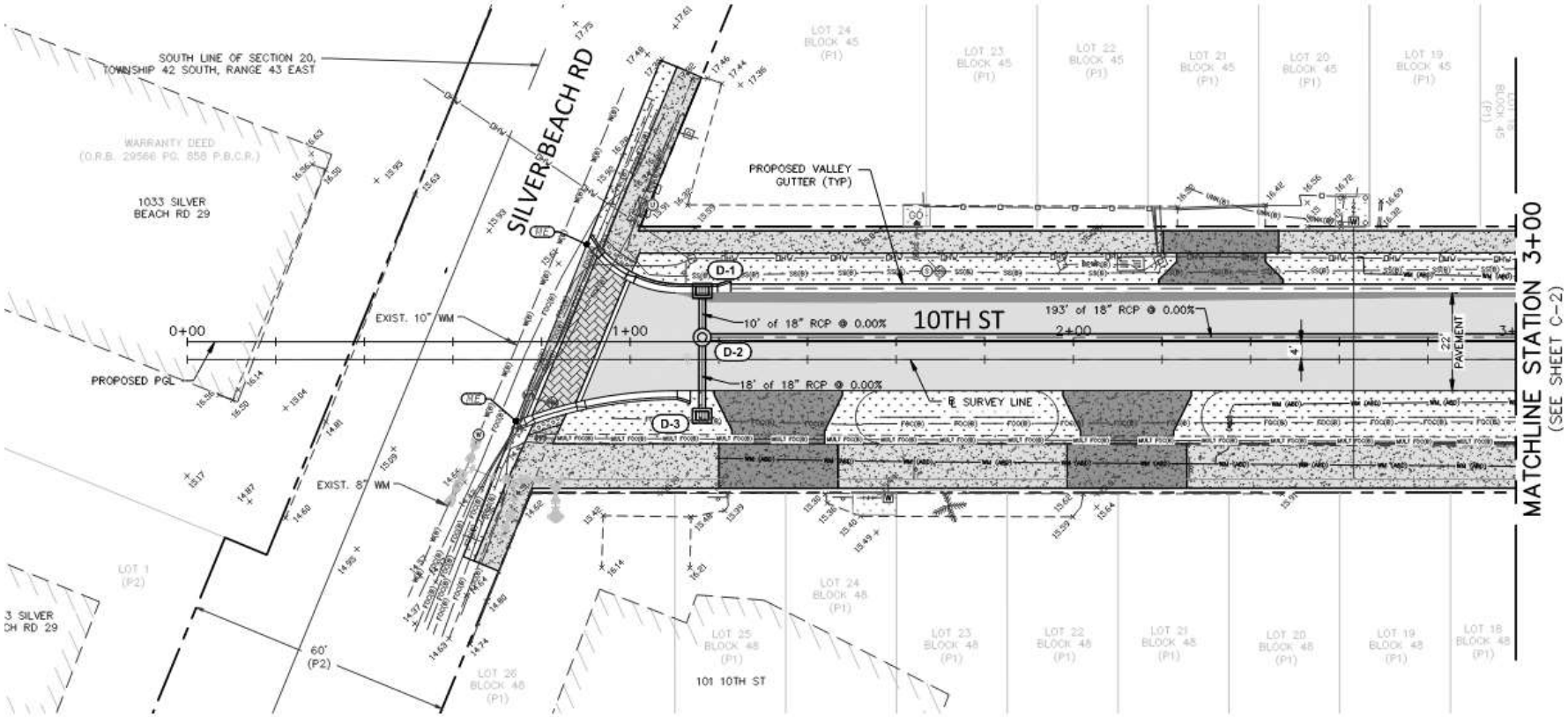
Lake Shore Drive and Hawthorne Drive Intersection

Acorn Decorative Lighting

Sources: Google Earth.

Item 4.

Plan Sheets



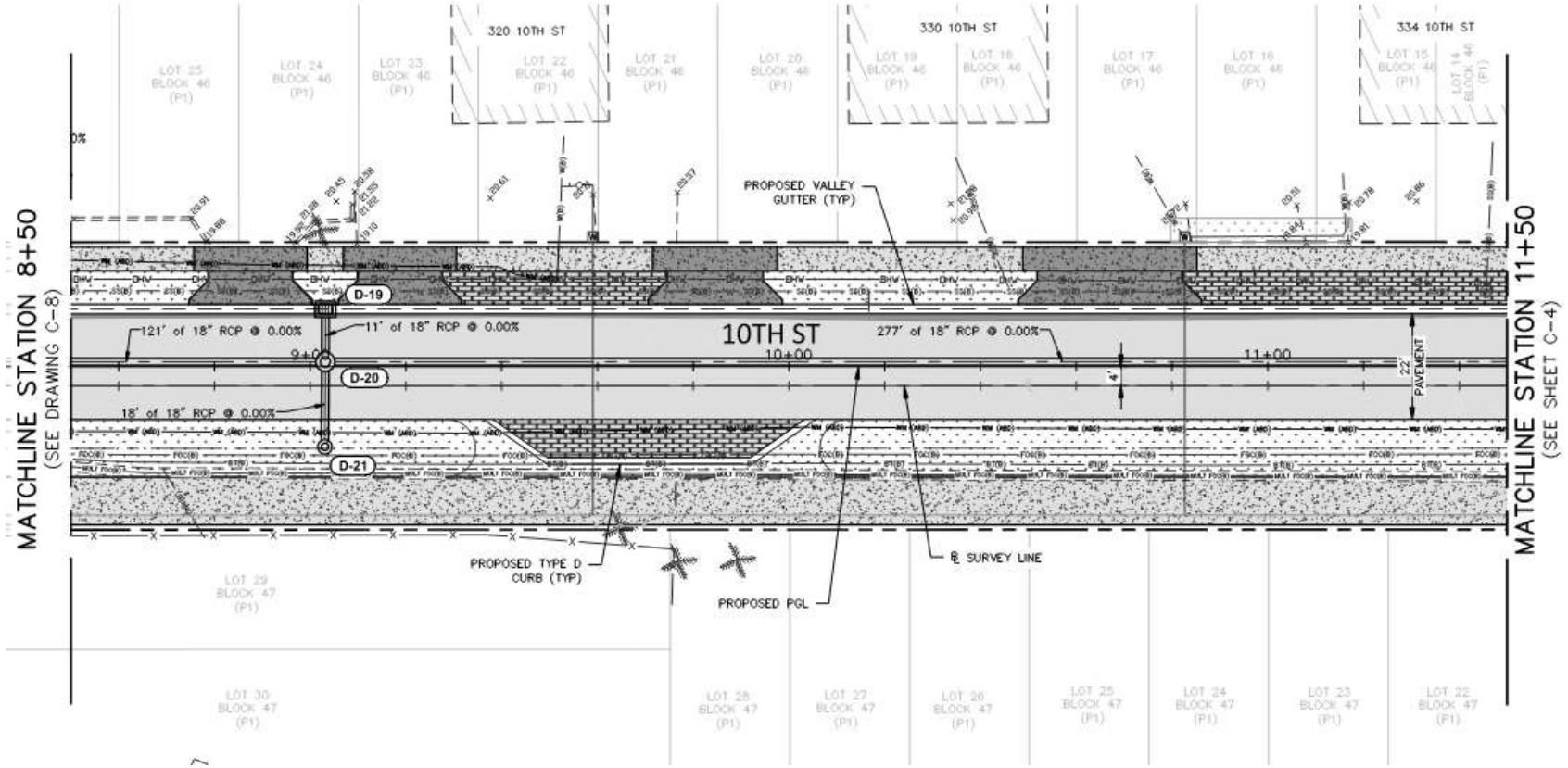
PROPOSED LEGEND:

- SIDEWALK/DRIVEWAY, ASPHALT & BASE, OR CONCRETE TO BE REMOVED
- EXISTING PAVEMENT TO BE MILLED
- PROPOSED MILL AND OVERLAY ASPHALT
- PROPOSED SIDEWALK
- PROPOSED RECONSTRUCTION ROAD
- EXISTING BRICK PAVER DRIVEWAY TO BE REMOVED AND PROPOSED PERVIOUS PAVER SYSTREM
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED STORMWATER PIPE
- PROPOSED SWALE
- PROPOSED MAILBOX LOCATION
- PROPOSED TYPE F CURB
- PROPOSED VALLEY GUTTER
- PROPOSED TYPE D CURB
- PROPOSED TYPE A CURB
- EXISTING WM TO BE REMOVED
- EXISTING WM TO BE ABANDONED

Sources: Baxter & Woodman.

Item 4.

Plan Sheets



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Sources: Baxter & Woodman.

Item 4.

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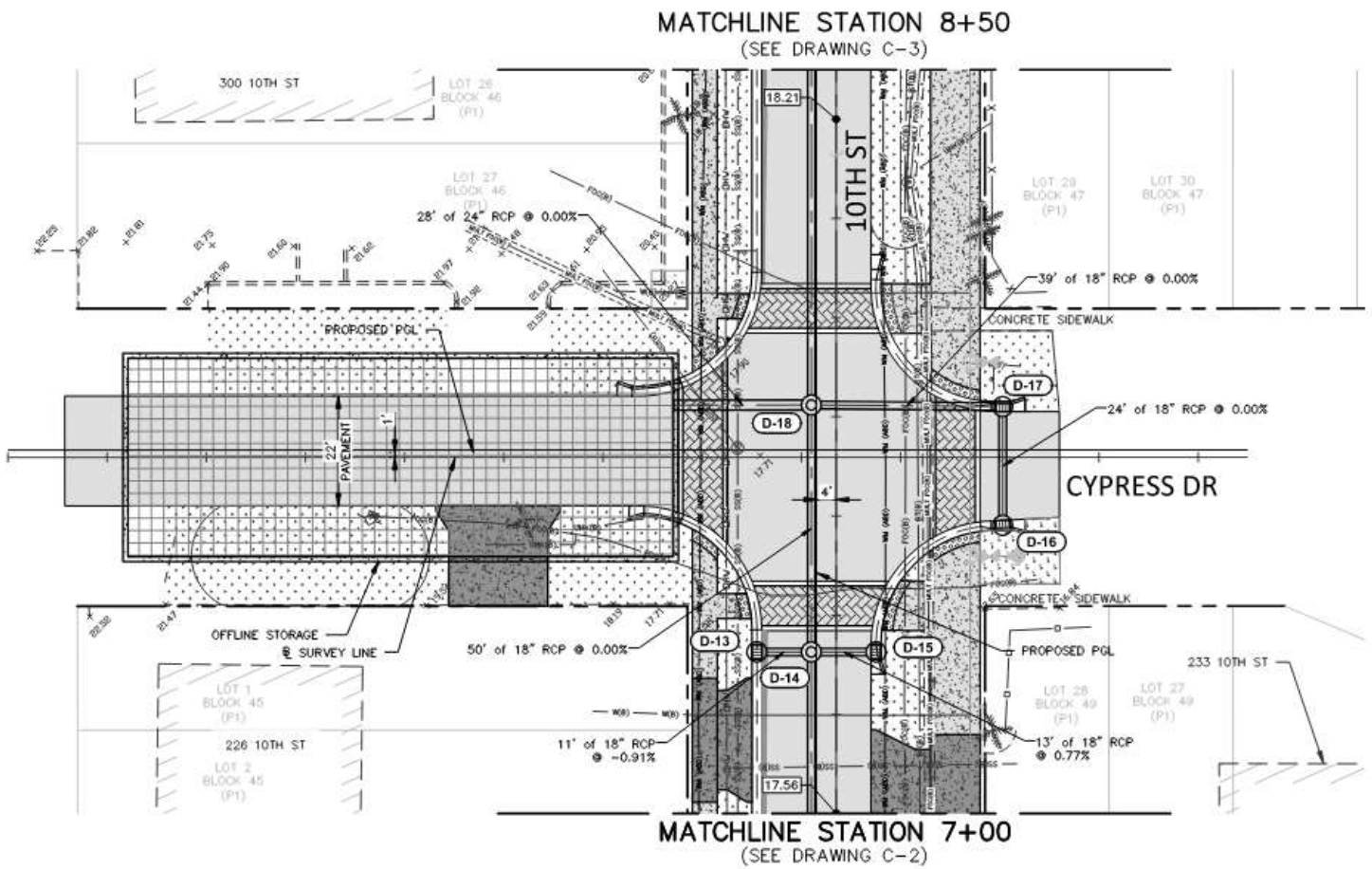

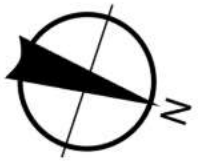

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Sources: Baxter & Woodman.

Project Area

Sources: Baxter & Woodman.

Exhibit C

September 16, 2026 – Regular Commission Meeting

Good evening, Audrey Ruival, a Lake Park resident. I am speaking on behalf of Alfredo Verrone and Monique Rabyor, owners of Due Cuori Ristorante Italiano at 405 N. Federal Highway. We are asking the Town to address two safety and access concerns affecting the restaurant, our guests, and the surrounding community.

First, the current median configuration on N. Federal Highway makes access to our business difficult for customers traveling from the north. They cannot turn directly into the restaurant and must continue to Cypress Drive, make a U-turn, and travel back north. This creates additional traffic movements and can be confusing, particularly for drivers unfamiliar with the area. Consequently, these access challenges are driving potential customers away, this could result in us losing up to 20% revenue in this upcoming season.

Second, the east sidewalk along our shopping center does not have adequate street lighting. Many of our guests walk to and from the restaurant, and with shorter daylight hours approaching, improved lighting would provide greater visibility and help pedestrians feel safer.

We respectfully request that the Town direct its traffic engineer or appropriate agency to conduct a **site-specific traffic and safety review** of this area, including traffic counts, U-turn movements, crash history, sight distance, and possible alternative median-opening designs. We also ask the Town to evaluate the installation of streetlights along the east-side sidewalk and to consult with other local business owners along this corridor who face similar challenges.

We welcome the opportunity to work with the Town and neighboring businesses to identify practical solutions that improve **traffic safety, pedestrian visibility, and access to local businesses.**

Thank you for your time and consideration. We look forward to working together toward a solution.

Alfredo Verrone and Monique Rabyor
Mrabyor87@yahoo.com
561-335-3817

Meeting Date 9/16/26

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Lisa Barton
Address: 220 Greenone Dr.

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***: Town Trees and beautification / Streetscape Planting

I would like to make comments on the following ***Non-Agenda Item(s)***: _____

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Indicated that she is a landscape designer

Meeting Date 9/16/26

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Johnathan Thomas
Address: Jasmine Drive

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***: _____

I would like to make comments on the following ***Non-Agenda Item(s)***: Non Items

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Meeting Date 9/16/26

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Audrey Ruiral
Address: 118 Cypress Drive

If you are interested in receiving Town information through Email, please provide your E-mail address: ARUIVAL25@GMAIL

I would like to make comments on the following ***Agenda Item***:

I would like to make comments on the following ***Non-Agenda Item(s)***:
On behalf of ~~Eton~~ Due Cuori Ristorante Italiano Median

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

September 16, 2026 – Regular Commission Meeting

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Alfredo Verrone and Monique Rabyor
Mrabyor87@yahoo.com
561-335-3817

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026
Originating Department: Clerk
Agenda Title: Attorney- Client (Private) Session Minutes - September 23, 2026
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Minutes

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Recommended Motion:
I move to approve the minutes of the September 23, 2026 Attorney-Client (Private) Session.

Lake Park Town Commission, Florida

Special Called Commission Meeting

For An Attorney-Client Session Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday September 23, 2026 6:30pm

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

6:46 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

Town Manager Richard Reade led the Pledge of Allegiance.

COMMISSION WILL RECESS THE SPECIAL CALLED COMISSION MEETING AND GO INTO A PRIVATE ATTORNEY-CLIENT SESSION.

The Town Commission for the Town of Lake Park will have a private Attorney-Client session as authorized by §286.011(8), in the Town Hall Conference Room. It is expected that the Attorney-Client portion of the Special Called Commission meeting will be attended by: Mayor Roger Michaud, Vice Mayor Michael Hensley, Commissioners John Linden, Michael O'Rourke and Judith Thomas, as well as Town Attorneys, Thomas J. Baird and Travis J. Foels, and Town Manager Richard Reade. The purpose of the private Attorney-Client session is to discuss litigation FOREST DEVELOPMENT P3 LPM, LLC v. TOWN OF LAKE PARK. The Attorney-Client Session is expected to begin at approximately 6:30 P.M. or as soon thereafter as possible and is anticipated to last at least one hour. Also, be advised that at the conclusion of this private Attorney-Client Session, the Commission will re-convene its Special Call Meeting in the Town Commission Chambers and take up the business on its agenda.

AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALLED COMMISSION MEETING.

The Special Called Commission Meeting was recessed at 6:48pm.

The Special Called Commission Meeting was reconvened at 8:03pm

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird announced that another attorney-client session is needed. The date and time will be identified.

-Town Manager Reade talked about a CRA meeting with the businesses that had gone really well earlier in the day.

ADJOURNMENT:

Motion to adjourn made by Vice Mayor Hensley. Seconded by Commissioner Thomas.

Voting aye: All.

Meeting adjourned 8:06 p.m.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on October 7, 2027.

_____
Mayor Roger D. Michaud

Town Seal

_____
Town Clerk, Vivian Mendez, MMC

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Lake Park Town Commission, Florida

Special Called Commission Meeting

For An Attorney-Client Session

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
September 23, 2026 6:30 P.M.

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

COMMISSION WILL RECESS THE SPECIAL CALLED COMISSION MEETING AND GO INTO A PRIVATE ATTORNEY-CLIENT SESSION.

The Town Commission for the Town of Lake Park will have a private Attorney-Client session as authorized by §286.011(8), in the Town Hall Conference Room. It is expected that the Attorney-Client portion of the Special Called Commission meeting will be attended by: Mayor Roger Michaud, Vice Mayor Michael Hensley, Commissioners John Linden, Michael O'Rourke and Judith Thomas, as well as Town Attorneys, Thomas J. Baird and Travis J. Foels, and Town Manager Richard Reade. The purpose of the private Attorney-Client session is to discuss litigation FOREST DEVELOPMENT P3 LPM, LLC v. TOWN OF LAKE PARK. The Attorney-Client Session is expected to begin at approximately 6:30 P.M. or as soon thereafter as possible and is anticipated to last at least one hour. Also, be advised that at the conclusion of this private Attorney-Client Session, the Commission will re-convene its Special Call Meeting in the Town Commission Chambers and take up the business on its agenda.

AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALLED COMMISSION MEETING.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on October 7, 2026

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026
Originating Department: Special Events
Agenda Title: Resolution 92-10-26 - Florida City Week - October 19-25, 2026

Approved by Town Manager: _____ **Date:** _____

Cost of Item: _____ **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Resolution: Florida City Week

Please initial one:

_____ Yes I have notified everyone
X Not applicable in this case

Summary Explanation/Background:

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the Florida City Week (formerly Florida City Government Week) annually in October.

Municipalities, including the Town of Lake Park, are asked to recognize this occasion with a Resolution supporting the important role that municipal government and their employees play in the lives of their citizens.

This year, Florida City Week will take place on October 19, 2026 through October 25,2026.

The Town of Lake Park is planning to celebrate what makes our Town great will participate by inviting students, teachers and parents from Lake Park Elementary and Palm Beach Christian Academy to Town Hall on Friday, October 23, 2026. Attendees will be able to take a tour of Town Hall and the Lake Park Public Library, participate in a mock commission meeting and observe demonstrations from PBSO, Public Works and the Special Events Department.

Recommended Motion:

I move to approve Resolution 92-10-26 recognizing Florida City Week as October 19-25, 2026

RESOLUTION 92-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK RECOGNIZING FLORIDA CITY WEEK, OCTOBER 19-25, 2026 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipal government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, **Florida City Week** is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, **Florida City Week** offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE, **BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

Section 1. That the Town of Lake Park does encourage all citizens, municipal government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the Town of Lake Park does encourage educational partnerships between municipal government and schools.

Section 3. That the Town of Lake Park does support and encourage all municipal governments to actively promote and sponsor **Florida City Week**.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Lake Park Harbor Marina

Agenda Title: Resolution 93-10-26 - Marina Management Software (Renewal - Retroactive) - The Wanderlust Group (TWG)(DOCKWA) - $ 15,844.02 annually

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$ 15,844.02	**Funding Source:**	Contractual Services
Account Number:	401-579-800-34000	**Finance Signature:**	*Barbara A. Gould*
Advertised: Date:	N/A	**Newspaper:**	N/A

Attachments:
Wanderlust Group, Inc. (DOCKWA) Renewal Agreement
Resolution 93-10-26

Please initial one:

	Yes I have notified everyone
JT	Not applicable in this case

Summary Explanation/Background:

The Lake Park Harbor Marina has identified a need to renew the current agreement with The Wanderlust Group, Inc.(TWG) (DOCKWA) to provide Marina Management Software at the Marina. The current agreement expired on August 20, 2026 and the proposed renewal, if approved, would be retroactive to begin on August 21, 2026 through September 30, 2027, in the amount $15,844.02 annually.

Note: The Town's Marina has utilized the DOCKWA Marina Management software since August 2024 and have recorded savings estimated at nearly $53,200 in credit card processing fees by offering customers ACH payment processing. Additionally, this software has assisted in streamlining annual dockage renewals and nightly transient contracts while also boosting the Marina's transient customers (utilizing their network of over 300,000 boaters across the U.S.).

If approved, the Town Commission will accept DOCKWA's pricing including all terms, conditions, and pricing therein. The proposed Agreement would be for a one (1) year term with no additional options to extend. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this service is available within the adopted FY 2027 Budget. The total annual cost is proposed to be $15,844.02 annually.

Note: The Town's Purchasing Code – Section 2-244. Exemptions states:

This division shall not apply to:

14. Proprietary software applications

The proposed Renewal Agreement was prepared by DOCKWA and reviewed by the Marina Director, the IT Director, the Finance Director and the Town Attorney.

The Town has previously worked with DOCKWA and they have provided a quality product and good customer service.

Recommended Motion:
I move to approve Resolution 93-10-26 and the renewal of Marina Management Software with The Wanderlust Group (TWG)(DOCKWA) in the amount of $15,844.02 annually; and authorize the Mayor to execute the proposed Renewal Agreement.

RESOLUTION 93-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A RENEWAL TO THE AGREEMENT WITH DOCKWA FOR THE PROVISION OF MARINA MANAGEMENT SOFTWARE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town of Lake Park, Florida ("Town") entered into a One year agreement with Dockwa on AUGUST 20th 2025 to provide Marina Management Software; and

WHEREAS, the renewal agreement includes a month-to-month renewal for up to one year with an option to opt out with 30 days' notice; and

WHEREAS, the Town finds it in its best interest to enter into a new annual agreement under the same terms and conditions with an annual cost of $15,844.00; and

WHEREAS, the Contractor has agreed to continue providing the services as specified under the renewal agreement for an additional year commencing October 1st 2026; and

WHEREAS, the Town desires to formally approve the Agreement retroactively starting August 21st 2026 to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the [Renewal/Amendment Number] to the Agreement with Dockwa, attached hereto as Exhibit A.

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

DOCKWA CONTRACT FORM

ACCOUNT INFORMATION –

FULL NAME	Jason Tenney
MARINA NAME	Lake Park Harbor Marina
TAX STATUS	Exempt from sales tax, state issued exemption certificate attached
CONTACT EMAIL(S)	jtenney@lakeparkflorida.gov
BILLING EMAIL(S)	
PHONE NUMBER	
PHYSICAL ADDRESS	
CITY / STATE / ZIP	

ENROLLMENT –

Renewal-date alignment — two terms under one agreement. This Agreement covers Lake Park Harbor Marina's Dockwa subscription across two consecutive terms, aligning the renewal date with the City of Lake Park's October 1 budget reset:

Term 1 — Prorated Bridge Term (8/21/2026 – 9/30/2026, 41 days): bridges the existing 8/21 renewal date to the new 10/1 renewal date, billed at **$1,600.02**.

Term 2 — Annual Subscription Term (10/1/2026 – 9/30/2027): a full one-year subscription at **$14,244.00**, renewing every October 1 thereafter.

Total contract value: **$15,844.02**. This Agreement replaces and supersedes the separate bridge and annual agreements previously issued for these periods.

ADDITIONAL TERMS –

Renewal-Date Alignment. The subscription currently renews on 8/21. Under this Agreement the renewal date is reset to 10/1 to align with the City's fiscal year, and renews every October 1 thereafter.

Proration. Term 1 is billed at each module's annual rate ÷ 365 × 41 days. Module pricing is unchanged between Term 1 and Term 2 and is shown line by line on the Itemized Breakdown.

Billing. Term 1 ($1,600.02) is invoiced in full upon signature and is due upon receipt. Term 2 ($14,244.00) is invoiced on 10/1/2026 and billed annually in advance thereafter.

Set-up Fees. All one-time set-up fees are waived ($0.00).

ITEMIZED BREAKDOWN

SUBSCRIPTION TERMS · 8/21/2026 – 9/30/2027 · USD

LINE ITEM	ANNUAL RATE	AMOUNT DUE (USD)
TERM 1 — PRORATED BRIDGE TERM 8/21/2026 – 9/30/2026 · 41 days		
C&C Module (large) — Annual	$4,314.00	$484.59
Spaces Module (large) — Annual	$4,314.00	$484.59
Transient Module (large) — Annual	$3,228.00	$362.60
Fuel Management Module — Annual	$2,388.00	$268.24
Leads Module	$0.00	$0.00
Marinas.com Platinum — Bundle	$0.00	$0.00
Subtotal — Term 1 (prorated, 41 / 365)	**$14,244.00**	**$1,600.02**
TERM 2 — ANNUAL SUBSCRIPTION TERM 10/1/2026 – 9/30/2027 · 1 year		
C&C Module (large) — Annual	$4,314.00	$4,314.00
Spaces Module (large) — Annual	$4,314.00	$4,314.00
Transient Module (large) — Annual	$3,228.00	$3,228.00
Fuel Management Module — Annual	$2,388.00	$2,388.00
Leads Module	$0.00	$0.00
Marinas.com Platinum — Bundle	$0.00	$0.00
Fuel Set-up Fee	—	$0.00
Subtotal — Term 2 (annual)	**$14,244.00**	**$14,244.00**

TOTAL CONTRACT VALUE

TERM 1 — PRORATED BRIDGE (8/21/2026 – 9/30/2026), DUE ON SIGNATURE:	**$1,600.02**
TERM 2 — ANNUAL SUBSCRIPTION (10/1/2026 – 9/30/2027), INVOICED 10/1/2026:	**$14,244.00**
FL STATE TAX (EXEMPT):	**$0.00**
TOTAL CONTRACT VALUE:	**$15,844.02**

SUBSCRIPTION & RENEWAL

SUBSCRIPTION TERM	Bridge term (41 days) + 1 Year
RENEWAL DATE	October 1, 2027
RENEWAL SUBSCRIPTION TERM	1 Year(s)

PAYMENT PROCESSING FEES

CREDIT OR DEBIT CARD PROCESSING FEE, % OF COMPLETED TRANSACTION VALUE	3.5%
CREDIT OR DEBIT CARD FIXED FEE, PER COMPLETED TRANSACTION	$0.15
ACH FEE, % OF COMPLETED TRANSACTION VALUE (MAX $25 PER TRANSACTION)	1%, $25 CAP

SOFTWARE SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the "Effective Date") between The Wanderlust Group, Inc., with a place of business at 449 Thames Street, Newport, RI 02840 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Signed for ("Customer")	Date
Jason Tenney	
Name (Print)	Title
Mat Minty	9/18/2026
Signed for The Wanderlust Group, Inc.	Date
Mathew Minty	AE
Name (Print)	Title
Matt Fradette	9/18/2026
Manager Approval – The Wanderlust Group, Inc.	Date
Matt Fradette	Head of Sales
Name (Print)	Title

SALES ORDER TERMS AND CONDITIONS

Customer shall pay for the Services set forth in this Sales Order. The Sales Order is governed by the Dockwa SaaS Agreement located at https://marinas.dockwa.com/saas-terms-of-service ("Terms"), as modified by any addendum between the Parties, unless otherwise indicated below.

Purchase Orders; No Other Terms. Customer's standard terms of purchase (including purchase order terms), if any, are not applicable.

Account Activation. The Wanderlust Group (TWG) will activate Customer's Account upon receipt of the Customer's signed Sales Order and payment information. Enrollment in TWG's automatic payment program is required for Customers who do not pay fees annually in advance. Customers enrolled in AutoPay shall provide a payment method for TWG to maintain on file (either credit card or banking information for ACH draws), and authorization for TWG to collect fees when due.

Fees and Payment. Fees are set forth in this Sales Order. Unless otherwise specified, the pricing set forth in this Sales Order is for the current Subscription Term only. Customer acknowledges that the following do not constitute fee increases: (i) additional fees for any upgrade or an additional service or Professional Service that Customer orders, and (ii) expiration of any discount or incentive programs to which Customer was previously entitled. Unless otherwise specified in writing, (1) TWG will automatically charge Customer's payment information on file for any renewals, upgrades, and additional services purchased; (2) TWG will bill and collect in advance for use of Services; (3) invoices are due upon the date set forth in the invoice.

Renewal. This Agreement shall be automatically renewed for a 12-month term, unless either party requests not to renew at least thirty (30) days prior to the end of the then-current term. The fees for any automatic renewal term will be 4% higher than the term immediately preceding such automatic renewal term.

Payment processing services for Marinas on TWG are provided by Stripe, Inc. ("Stripe") and are subject to the Stripe Connect Account Agreement (currently viewable at https://stripe.com/us/connect-account/legal), which includes the Stripe terms of service (currently viewable at https://stripe.com/us/legal/) (collectively, the "Stripe Services Agreement"). Marinas using payment processing services through Stripe will not be refunded any payment processing fees paid to Stripe, TWG, and/or Dockwa for a refund, chargeback, returns, or reversal transaction processed by the Marina.

Late Payments; Suspension. TWG may impose, and the customer shall pay, interest on overdue amounts at the rate of 1.5% per month or the maximum rate permitted by law (whichever is lower). TWG may suspend or terminate customer accounts which are greater than thirty (30) days past due.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 101-10-26 - Amendment No. 1 – Agreement No. LPA0557 (One-Year Time Extension - October 31, 2027) – Lake Park Septic to Sewer Conversion Project – Florida Department of Environmental Protection (FDEP) - $1,000,000

Agenda Category: Consent

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: **Newspaper:** _____

Attachments: LPA0057_Lake Park_A1_grantee sign

Please initial one:

_____ Yes I have notified everyone

JM Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park has converted the majority of properties within the Town from private septic systems to centralized sanitary sewer service. The final Lake Park Septic-to Sewer-Conversion Project is intended to convert the remaining approximately 42 properties to public sanitary sewer service. The project generally includes abandonment of existing septic systems, installation of sanitary sewer infrastructure and service connections, and associated site restoration.

The State of Florida Department of Environmental Protection (FDEP) entered into Agreement No. LPA0557 with the Town for the Lake Park Final Septic to Sewer Conversion Project, effective July 14, 2025 as the result of a State funding allocation request. The Agreement provides $1,000,000.00 in grant funding with no required Town match and represents partial funding toward completion of the overall project.

The current engineer's estimate for the overall project is approximately $6,014,248.00, consisting of $2,643,594.75 for public infrastructure improvements and $3,370,653.25 for private infrastructure improvements.

Because the available grant funding is insufficient to fully fund the estimated project cost, the Town has not advanced the project into the construction phase. As a result of the construction delay, the Town requested an extension of the Grant Agreement to provide additional time to secure the funding necessary to advance the project.

FDEP has provided Amendment No. 1 to Agreement No. LPA0557 (attached). If approved, the Amendment will extend the Agreement expiration date to October 31, 2027. The Town and FDEP will continue to perform their respective obligations during the extension period in accordance with the terms and conditions of the Agreement, as amended.

Amendment No. 1 also revises the subcontracting provisions contained in Section 11 of Attachment 2; replaces Attachment 3, Grant Work Plan, in its entirety with Attachment 3-1, Revised Grant Work Plan; and adds Exhibit J to the Agreement. All other terms and conditions of the Agreement remain in effect.

The Revised Grant Work Plan continues to provide for two primary tasks: construction and connection to central sewer. The existing $1,000,000.00 grant award remains allocated as $925,000.00 for construction and $75,000.00 for connection to central sewer. The Revised Grant Work Plan establishes April 30, 2027, as the task completion date for both activities. The Amendment does not increase the amount of the grant award or establish a Town matching requirement.

All other terms and conditions of Agreement No. LPA0557 remain in effect. If an inconsistency exists, the provisions of Amendment No. 1 will control.

FDEP notes that continuation and completion of work, and associated payments, remain subject to legislative appropriations. Extending the Agreement therefore carries the risk that grant funds could become unavailable if appropriations are reduced or eliminated.

If approved, the Town will continue advancing the project and completing the applicable grant requirements within the revised Agreement term.

The proposed Amendment No. 1 was prepared by the Florida Department of Environmental Protection and reviewed by the Grant Writer/Chief Public Information Officer, Project Manager - Capital Projects, Public Works Director, Finance Director and Town Attorney reviewed it.

Recommended Motion:

I move to approve Resolution 101-10-26 and authorize Amendment No. 1 to Agreement No. LPA0557 with the State of Florida Department of Environmental Protection (FDEP) to provide a one-year extension (October 31, 2027) to complete the Lake Park Septic to Sewer Project; and authorize the Mayor to execute the proposed Amendment to the Agreement.

RESOLUTION 101-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AMENDMENT NO. 1 TO AGREEMENT NO. LPA0557 BETWEEN THE TOWN OF LAKE PARK AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR THE LAKE PARK FINAL SEPTIC TO SEWER CONVERSION PROJECT; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING TOWN STAFF TO TAKE ALL ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a municipality with such powers and authority as are enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations, and other persons; and

WHEREAS, the Town previously determined the need to convert the remaining private septic systems within the Town to managed public sanitary sewer service; and

WHEREAS, the Town was awarded grant funding through the State of Florida, Department of Environmental Protection ("FDEP"), for the Lake Park Final Septic to Sewer Conversion Project and entered into Agreement No. LPA0557, effective July 14, 2025; and

WHEREAS, Agreement No. LPA0557 provides $1,000,000.00 in grant funding, with no required Town match, to support a portion of the Lake Park Final Septic to Sewer Conversion Project; and

WHEREAS, the project is intended to convert approximately 42 remaining properties to public sanitary sewer service through septic system abandonment, installation of sanitary sewer infrastructure and service connections, and related site restoration; and

WHEREAS, due to delays in advancing the project into construction, the Town requested an extension of Agreement No. LPA0557; and

WHEREAS, FDEP has provided Amendment No. 1 to Agreement No. LPA0557, which extends the Agreement expiration date to October 31, 2027; revises the subcontracting provisions in Section 11 of Attachment 2; replaces Attachment 3, Grant Work Plan, with Attachment 3-1, Revised Grant Work Plan; and adds Exhibit J to the Agreement; and

WHEREAS, the Revised Grant Work Plan retains the existing $1,000,000.00 grant award, allocated as $925,000.00 for construction and $75,000.00 for connection to central sewer, and establishes April 30, 2027, as the task end date for both grant-funded activities; and

WHEREAS, all other terms and conditions of Agreement No. LPA0557 remain in effect, and the Town Commission finds that approval of Amendment No. 1 is in the best interest of the Town and will support continued advancement of the Lake Park Final Septic to Sewer Conversion Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby approves Amendment No. 1 to Agreement No. LPA0557 between the Town of Lake Park and the State of Florida, Department of Environmental Protection, a copy of which is attached hereto. The Town Commission authorizes and directs the Town Manager to execute Amendment No. 1 on behalf of the Town.

Section 3. Town staff is authorized to take all administrative actions necessary to implement Amendment No. 1, maintain grant compliance, and advance the Lake Park Final Septic to Sewer Conversion Project.

Section 4. This Resolution shall become effective immediately upon adoption.

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0557
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF LAKE PARK

This Amendment to Agreement No. LPA0557 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Town of Lake Park (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake Park Final Septic to Sewer Conversion Project (Project), effective July 14, 2025; and,

WHEREAS, the Grantee has requested an extension of the Agreement due delays in construction; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 11. of Attachment 2 is hereby revised as follows:

   Subcontracting
   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/subaward 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.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. Exhibit J, OSTDS/EDH Grants Data Collection Tool is hereby added to the Agreement.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF LAKE PARK

By: _____
Authorized Signature

Richard Reade, Town Manager
Print Name and Title

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date:_____

_____
Thomas Montgomery, DEP Grant Manager

_____
Deinna Dalton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Lake Park Final Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the Town of Lake Park within Palm Beach County; Lat/Long (26.7975, -80.0742).

PROJECT DESCRIPTION: The Grantee will convert approximately 42 properties in Lake Park to a new
sanitary gravity and low-pressure force main sewer pipe system through demolition and removal of existing
and/or abandoned sanitary septic tanks and septic drain fields; installation of new sanitary sewer piping; connections to the existing sewer service laterals; and site restoration activities.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task #1: Construction

Deliverables: The Grantee will construct the Lake Park Final Septic to Sewer Conversion project in accordance with the final design. The Grantee will submit through the 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. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

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;

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 #2: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 42 commercial buildings to a central sanitary sewer system for wastewater treatment by the Pro Golfers Association Regional Water Reclamation facility. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit:

1) 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;
2) a list of addresses and types of the properties connected; and
3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor.

For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

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.

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. For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$925,000	07/01/2023	04/30/2027
2	Connection to Central Sewer	Contractual Services	$75,000	07/01/2023	04/30/2027
		Total:	$1,000,000		

Per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
Water Conservation Reporting Tool

The current **Water Conservation Reporting Tool** for this grant can be found on the Department's website at this link:

https://survey123.arcgis.com/share/c715962955af499a9b3f1172c5e20a65

This tool shall be used for grant agreements for projects that have a water conservation benefit. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 94-10-26 - Submit Grant Application - Federal Highway Administration - PROTECT Resilience Improvement Grant to support a design update, permitting and construction of the Park Avenue Stormwater Resilience and Roadway Improvements Project - Not To Exceed $4,000,000 (20% Local Match - Not To Exceed $1,000,000

Agenda Category: New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** If awarded: up to match of $1,000,000 from Stormwater Fund (FY2028–FY2029)

Account Number: N/A **Finance Signature:** Barbara Gould

Advertised: Not required

Date: _____ **Newspaper:** _____

Attachments: 1. Resolution 94-10-26; 2. Project location map; 3. PROTECT grant summary

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town's Public Works Department has identified (Town of Lake Park's Stormwater Master Plan - 2019) that portions of the Town's stormwater system within various locations within the Town lacks sufficient capacity to convey rainfall/stormwater runoff during significant storm events, including Park Avenue (from 7th Street to US Federal Highway 1).

The Florida Department of Transportation classifies this segment of Park Avenue as an Urban Minor Collector, which makes it eligible for PROTECT funding. The Town's 2025 Flooding and Sea Level Rise Vulnerability Assessment identifies Park Avenue as a high flood exposure in every rainfall and

compound-flood scenario studied and shows flood risk to Town Hall and to a Seacoast Utility Authority lift station on 6th Street.
The proposed project is expected to include:

- Approximately 4,021 feet of stormwater pipe
- 67 drainage inlets
- 567 feet of exfiltration trench
- 3,000 feet of vegetated bioswales
- Expected to improve drainage connections at 4th Street and 6th Street
- Installation of water-level sensors
- Restoration of Park Avenue pavement (2 lanes with on-street parking and traffic calming), curbs, sidewalks and ADA curb ramps

As a result, the Town is planning to apply for up to $4 million in grant funding under a Federal Highway Administration (FHWA) - Promoting Resilient Operations for Transformative, Efficient and Cost-Saving Transportation (PROTECT) Competitive Grant Program (Notice of Funding Opportunity FHWA-PROT-26-001). This grant provides funding to assist in protecting Federal-aid highways from flooding and other natural hazards and would assist in supporting the costs for a design update (project design was completed previously as part of the Southern Oufall Project that was funded utilizing CDBG-MIT Grant funding), permitting and construction of the improvements along Park Avenue. The proposed grant application is due October 9, 2026.

The PROTECT Resilience Improvement Grant provide funding up to 80% of the eligible project cost; thus, the Town is expected to have up to a 20% match that would be funded utilizing funding within the Town's Stormwater Enterprise Fund.

As a result, if awarded, the proposed grant would provide approximately $3.89 million (80%) in grant funding and the Town would be responsible for approximately $974,000 as the Town's 20% match (Total proposed total project cost - $4.87 million).

Note: The proposed Resolution caps the request at $4,000,000 and the match at $1,000,000 to enable staff with the time needed to better ensure that the total project cost (outside of the required 20% match) is funded utilizing grant (i.e., Resilient Florida, etc.) and/or other non-General Fund dollars.

Acceptance of any grant award would return to the Commission at a future date for approval.

The proposed grant agreement was prepared by the Grant Writer/Chief Public Information Officer and reviewed by the Project Manager - Capital Projects, the Public Works Director, the Finance Director and the Town Attorney.

Recommended Motion:

I move to adopt Resolution 94-10-26 authorizing the Town to submit an application to the Federal Highway Administration - PROTECT Resilience Improvement Grant to support a design update, permitting and construction of the Park Avenue Stormwater Resilience and Roadway Improvements Project in an amount not to exceed $4,000,000; committing a local match (up to 20%) not to exceed $1,000,000; and authorize the Town Manager to execute all grant application-related documents..

RESOLUTION 94-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, FOR A PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT, AND COST-SAVING TRANSPORTATION (PROTECT) RESILIENCE IMPROVEMENT GRANT FOR THE PARK AVENUE STORMWATER RESILIENCE AND ROADWAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $4,000,000.00; COMMITTING A LOCAL MATCH IN AN AMOUNT NOT TO EXCEED $1,000,000.00, CONTINGENT UPON AWARD AND SUBJECT TO APPROPRIATED FUNDS; COMMITTING TO THE OPERATION AND MAINTENANCE OF THE COMPLETED IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Park Avenue between 7th Street and U.S. Highway 1 is a Town roadway that the Florida Department of Transportation classifies as an Urban Minor Collector, which is a Federal-aid highway eligible for assistance under Title 23 of the United States Code; and

WHEREAS, the Town's Flooding and Sea Level Rise Vulnerability Assessment, completed on June 17, 2025, under Florida Department of Environmental Protection Agreement No. 24PLN36, rates Park Avenue at high exposure to rainfall-induced and compound flooding under current and future conditions, and identifies flood risk to Town Hall and to a sanitary lift station on 6th Street; and

WHEREAS, Park Avenue drains to the Southern Outfall stormwater system, which the Town has improved through its Community Development Block Grant – Mitigation program, including replacement of the Southern Outfall pipe, the Bert Bostrom Park storage and filtration improvements, and storm sewer lining; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration, issued Notice of Funding Opportunity No. FHWA-PROT-26-001 for the PROTECT Competitive Grant Program, which funds up to 80 percent of eligible resilience improvement project costs, with applications due October 9, 2026; and

WHEREAS, the proposed project includes new storm sewer, inlets, exfiltration trench and vegetated bioswales, improved drainage connections at 4th Street and 6th Street, water-level sensors, and restoration of the pavement, curbs, sidewalks and accessible curb ramps affected by the work, at a planning-level estimated total cost of approximately $4,866,240.00; and

WHEREAS, the Town has determined that applying for PROTECT grant funding for the Park Avenue Stormwater Resilience and Roadway Improvements project, and committing the required local match contingent upon award, are in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to Apply. The Town Commission hereby authorizes the Town Manager, or designee, to prepare and submit an application to the Federal Highway Administration for

a PROTECT Resilience Improvement Grant for the Park Avenue Stormwater Resilience and Roadway Improvements project, requesting up to 80 percent of eligible project costs in an amount not to exceed $4,000,000.00, and to execute the certifications, assurances and related documents required for submission, subject to review by the Town Attorney.

Section 3. Local Match and Funding. Contingent upon award, the Town commits to provide the required non-Federal share of eligible project costs in an amount not to exceed $1,000,000.00. The local match shall be limited to approved budget appropriations in the fiscal years in which project costs are incurred, from Stormwater Fund appropriations, General Fund appropriations, or other eligible non-Federal sources, including State of Florida grants. No Town funds are committed if the grant is not awarded.

Section 4. Operation and Maintenance. Contingent upon award and completion of the project, the Town commits to operate and maintain the completed improvements for their useful life through the Public Works Department.

Section 5. Acceptance of Award. Acceptance of any grant award and the resulting grant agreement shall be presented to the Town Commission for approval.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Fiscal Years 2024 through 2026 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Competitive Grant Program Resilience Grant Application Template

This is the Resilience Grant Application Template for the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Competitive Grant Program Fiscal Years 2024 through 2026 Notice of Funding Opportunity (NOFO).

Submission of this Application Template is required as part of a complete application package. The Application Template, in conjunction with the allowable attachments and standard forms, should provide all information necessary for U.S. Department of Transportation (DOT), the Federal Highway Administration (FHWA) to determine if the project satisfies the eligibility requirements described in NOFO Section B and to evaluate the criteria specified in NOFO Section F. DOT will consider applications submitted without the completed template as incomplete and will not review the submission. DOT encourages applicants to review the NOFO in its entirety to verify their project is eligible and ensure all required information is provided with their application.

Summary

Project Title	Park Avenue Stormwater Resilience and Roadway Improvements
Lead Applicant Name	Town of Lake Park, Florida
Lead Applicant Type	☐ A State or political subdivision of a State. ☐ A metropolitan planning organization. ☒ A unit of local government. ☐ A special purpose district or public authority with a transportation function, including a port authority. ☐ A federally recognized Indian Tribe (as defined in Section 207(m)(1)). ☐ A Federal land management agency that applies jointly with a State or group of States. ☐ A multi-State or multijurisdictional group of entities described above.
Type of Grant(s)	☒ Resilience Improvement ☐ Community Resilience and Evacuation Route ☐ At-Risk Coastal Infrastructure
Eligible Activities	**Resilience Improvement Grants (23 United States Code (U.S.C.) § 176(d)(4)(A)(ii)):** *Identify the eligible construction activities to improve the resilience of surface transportation infrastructure that the proposal addresses (check all that apply):* ☒ Resurfacing, restoring, rehabilitating, replacing, improving, or realigning a facility eligible for assistance under this program (see eligible facilities in the row below). ☒ Incorporating natural infrastructure.

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	☐ Upgrading existing surface transportation facilities to meet/exceed FHWA design standards. ☒ Installing flood mitigation measures. ☒ Strengthening rainwater removal systems. ☒ Upgrading or installing structural stormwater controls. ☐ Constructing a resilience project that addresses vulnerabilities described in the Resilience Improvement Plan (RIP) in your jurisdiction. ☐ Relocating roadways in a base floodplain. ☐ Stabilizing slide areas or slopes. ☐ Installing riprap. ☐ Lengthening or raising bridges. ☒ Increasing size or number of drainage structures. ☐ Installing seismic retrofits on bridges. ☐ Adding scour protection on bridges. ☐ Adding scour, stream stability, coastal, and other hydraulic countermeasures, including spur dikes. ☐ Implementing vegetation management in the right-of-way. ☒ Installing any other protective features, including natural infrastructure. **Community Resilience and Evacuation Route Grants (23 U.S.C. § 176(d)(4)(B)(ii)):** *Identify the eligible activities to strengthen and protect evacuation routes that the proposal addresses (check all that apply):* ☐ Constructing a Resilience Improvement project under 23 U.S.C. § 176(d)(4)(A)(ii) that will improve an evacuation route. ☐ Restoring or replacing an evacuation route to ensure it can provide safe passage and/or making improvements to reduce the risk of damage to evacuation routes (e.g., steps to protect routes from mud, rock, or other debris slides). ☐ Expanding capacity of evacuation routes. This includes installation of communications and intelligent transportation systems, counterflow measures, and shoulders. (*Note: if yes, explain how existing evacuation routes are not sufficient to adequately facilitate evacuations)* ☐ Constructing new or redundant evacuation routes. (*Note: if yes, explain how existing evacuation routes are not sufficient to adequately facilitate evacuations)* ☐ Acquiring evacuation route or traffic incident management equipment/signage ☐ Constructing a project that will ensure access or service to critical destinations[1]

[1] "Critical destinations" could include hospitals and other medical or emergency service facilities, major employers, critical manufacturing centers, ports and intermodal facilities, utilities, and Federal facilities. See 23 U.S.C. § 176(d)

	At-Risk Coastal Infrastructure Grant (23 U.S.C. § 176(d)(4)(C)(iii)): *Does the application include one of the following eligible activities? (check if yes):* ☐ Strengthening, stabilizing, hardening, elevating, relocating, or otherwise enhancing the resilience of highway and non-rail infrastructure that are subject to, or face increased long-term future risks of, a weather event, a natural disaster, or changing conditions. Infrastructure includes: bridges, roads, pedestrian walkways, bicycle lanes, and associated infrastructure, such as culverts and tide gates to protect highways.
Long-Term Infrastructure Cost Reduction	Not applicable. The Town is applying for a Resilience Improvement Grant; no At-Risk Coastal Infrastructure Grant funds are requested.
Project Area	State of Florida; Palm Beach County; Town of Lake Park. Park Avenue (FDOT Roadway ID 93000054, MP 1.211–1.942) from 7th Street east to U.S. Highway 1.
Amount of Funding Requested Under this NOFO	**$4,471,000** [planning-level; finalize from Engineer of Record OPCC]
Cost Share Requested[2]	80% PROTECT / 20% Town of Lake Park local funds. No RIP-based cost-share reduction is requested.
Total Project Cost	**$5,589,785** [planning-level; add previously incurred design costs once confirmed]
Which type(s) of natural hazards does the project address?	Rainfall-induced flooding; storm-sewer surcharge on the capacity-limited Southern Outfall system; compound rainfall and tailwater flooding; changing conditions (18–20% higher extreme rainfall and sea-level rise evaluated for 2050 and 2080, with coastal surge reaching Park Avenue in future scenarios).
Which transportation modes are addressed by the project?	Highway (passenger and freight vehicles on an Urban Minor Collector), pedestrian (ADA sidewalks and crossings), and emergency and public-safety access to the Town's municipal complex.
Project Description:	
The Town of Lake Park will rebuild the drainage of Park Avenue between 7th Street and U.S. Highway 1 (0.731 mile; FDOT Roadway 93000054, MP 1.211–1.942). This Urban Minor	

(4)(B)(ii).

[2] The build case should account for the non-hazard maintenance costs associated with the project as well as the expected reduction in maintenance or rebuilding costs. For projects involving the construction of new infrastructure, total non-hazard maintenance costs would be zero in the base case, so net non-hazard maintenance costs would typically be positive, reflecting the ongoing expenditures needed to maintain the new asset over its lifecycle. For projects intended to replace, reconstruct, or rehabilitate existing infrastructure, however, the net change in non-hazard maintenance costs under the proposed project will often be negative, as newer infrastructure requires less frequent and less costly maintenance to keep it in service than would an aging, deteriorating asset.

Collector serves the Town's municipal complex (Town Hall, a Sheriff's Office substation and the Library) and the east end of its downtown. The Town's 2025 Flooding and Sea Level Rise Vulnerability Assessment rates Park Avenue at High exposure (more than 6 inches of water above the centerline) in all 14 rainfall-induced and all 14 compound-flood scenarios for 2024, 2050 and 2080. It also models floodwater above the lowest elevation of Town Hall and of a sanitary lift station on 6th Street. Surplus travel-lane pavement will be converted into green stormwater infrastructure: about 3,000 feet of vegetated bioswale with underdrains, exfiltration trench, 69 inlets and 4,021 feet of storm sewer, per signed and sealed 100% plans. The corridor's two connections to the Southern Outfall at 4th and 6th Streets will be improved and water-level sensors added. Pavement, curbs, sidewalks and ADA ramps disturbed by the work will be restored. The project continues the Town's CDBG-MIT program, which has rebuilt the Southern Outfall pipe, added storage at Bert Bostrom Park, lined 1,200 feet of pipe and is building the 10th Street green-infrastructure corridor. Design plans and calculations exist. PROTECT would fund a design update, NEPA documentation and permits (4% of the grant) and construction; the Town provides the 20% match.	
Attachments:	A. Project location, limits, census tract and network map B. FDOT RCI records: functional classification, intersections and 2025 AADT (Roadway 93000054) C. 100% civil engineering plans (Engenuity, Feb. 2024, 17 sheets) and drainage calculations (Sept. 2023) D. Town VA Final Report (6/17/2025, FDEP 24PLN36) Tables 2-8, 3-1, 3-5 to 3-7; Attachment A critical-asset tables E. Park Avenue flood-depth exhibit: 100-year depth map and profile, and 2- to 500-year results (Town 1D/2D ICPR4 model, WRMA) F. Detailed budget, OPCC, and sources and uses (Excel) G. Project schedule (critical path to closeout) H. BCA memorandum and unlocked BCA workbook (Excel) I. Town Commission resolution committing the match, cost-overrun coverage and O&M J. Operations and maintenance plan K. Permitting and environmental clearance matrix; NEPA CE screening L. Letters of support [list those received: FDOT District 4, Palm Beach TPA, Seacoast Utility Authority, PBSO]

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I. Project Information

Expand the response blocks as necessary but limit the Project Information section of the application to three total pages in length.

1	**Project Title**	Park Avenue Stormwater Resilience and Roadway Improvements
2	**Project State**	Florida

3	**Project Location**	Park Avenue from 7th Street (26.79862° N, 80.06645° W) east to U.S. Highway 1 (26.79820° N, 80.05470° W), Town of Lake Park, Palm Beach County. FDOT Roadway ID 93000054, mileposts 1.211–1.942 (0.731 mile, about 3,860 feet), crossing 6th, 5th, 4th, 3rd and 2nd Streets. Park Avenue is the Town's main east–west street. West of the project it runs through the downtown to 10th Street and Old Dixie Highway, then continues as the same FDOT roadway to SR 850/Northlake Boulevard. At its east end it meets U.S. 1. The Town's municipal complex (Town Hall, Palm Beach County Sheriff's Office substation and Library) drains to the corridor's 6th Street connection. Map: Attachment A.
4	**Which Census tract(s) does the project encompass?**	12099001101 (Census Tract 11.01). Points on both sides of the corridor at 7th Street, 4th Street and U.S. 1 all fall in this tract (U.S. Census Geocoder, Sept. 24, 2026). [Re-confirm with the DOT Grant Project Location Verification tool, including the 4th and 6th Street connections.]
5	**Is the project fully located in a Rural area?**[3]	☐ Yes ☒ No Located in the Miami–Fort Lauderdale, FL 2020 Census Urban Area (population over 200,000).
6	**Is the project located in a base floodplain?**	☐ Yes ☐ No The 2023 drainage report states the site is "partially located in FEMA flood zone X" (Engenuity Group, Sept. 5, 2023). [Check Yes if any part is in Zone A/AE; identify the panel and zone.] Corridor ground elevations range from about 6.8 ft NAVD88 at the east end to 13.3 ft. The VA's coastal surge analysis shows Park Avenue unaffected today but reached by the 2050 500-year surge and most 2080 scenarios (VA Table 3-5). The Town participates in the Palm Beach County Local Mitigation Strategy (Comprehensive Plan Policy 8.7).
7	**Other Parties**	Single applicant. Delivery partners and roles: • **Town of Lake Park** (lead applicant, owner, sponsor): grant management, procurement, construction administration and long-term O&M through the Public Works Stormwater Division. • **Engineer of Record: Engenuity Group, Inc.** (Adam Swaney, P.E.), author of the signed and sealed drainage calculations [confirm contract for the design update, permits, OPCC, bidding and construction-phase services]. **Tierra South Florida**:

[3] See NOFO Section C.2 for Cost Sharing or Matching information.

		geotechnical testing (September 15, 2022). • **FHWA Florida Division / FDOT District 4**: grant agreement and NEPA; delivery by direct FHWA agreement or FDOT Local Agency Program [to be confirmed]. **Palm Beach TPA**: TIP/STIP amendment after award. • **SFWMD** (Environmental Resource Permit); **FDEP** (NPDES construction permit); **FDOT District 4** (any work at the U.S. 1 intersection); **Seacoast Utility Authority** (water, sewer and lift station LS 012), **FPL** and telecom owners (relocations).
8	**Eligible Facility Type**	☒ Highway project eligible for assistance under Title 23; ☐ Public transportation facility or service eligible for assistance under chapter 53 of Title 49; ☐ Facility or service for intercity rail passenger transportation (as defined in Section 24102 of Title 49); or ☐ Port facility, including a facility that: a. Connects a port to other modes of transportation; b. Improves the efficiency of evacuations and disaster relief; or c. Aids transportation. (23 U.S.C. § 176(d)(5)C). FDOT's Roadway Characteristics Inventory classifies Roadway 93000054 (MP 0.000–1.942) as an Urban Minor Collector (FUNCLASS 18). An urban minor collector is a Federal-aid highway under 23 U.S.C. 101(a)(6), which excludes only local roads and rural minor collectors. Drainage structures in the right-of-way are part of the "highway" under 23 U.S.C. 101(a)(11). Attachment B.
9	**Project Background**	**Resilience context.** Park Avenue drains through 4th and 6th Streets to the Southern Outfall, which serves about half the Town and lacks capacity; sea-level rise limits its discharge and inlets surcharge in minor storms (VA §6.2). The Town's Flooding and Sea Level Rise Vulnerability Assessment (VA; June 2025; FDEP 24PLN36) rates Park Avenue High in every rainfall and compound scenario. **Work already done.** With its $11.4 million CDBG-MIT grant (Agreement MT130) the Town replaced the Southern Outfall pipe, built storage/filtration chambers at Bert Bostrom Park and lined 1,200 feet of pipe; the 10th Street corridor is scheduled for construction in 2027. Park Avenue is the next upstream deficiency and has no other funding. **How the project evolved.** First planned as a corridor improvement with green infrastructure (2023), it did not secure construction funding [program(s), dates]. The Town has refocused it on the core need, missing stormwater capacity: pavement wider than a 6,000-vehicle collector needs becomes bioswales and subsurface storage. **Design status.** Complete: signed and sealed 100% civil plans (Engenuity, Feb. 2024; survey Aug. 2022; utility locates by Colliers), drainage calculations (Sept. 2023), geotechnical testing (Tierra, Sept. 2022) and BMPTrains (May 2026). Remaining: Federal-aid bid documents and specifications, a

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		tailwater/groundwater check, the SFWMD permit application (not yet submitted) and a current OPCC. **Previously incurred costs.** [$__ of Town-funded design through (date)], not claimed for reimbursement or match.
10	**Is the proposed project prioritized on a RIP developed in accordance with 23 U.S.C. § 176(e)?**	☐ Yes ☒ No Neither FDOT nor the Palm Beach TPA has a Resilience Improvement Plan under 23 U.S.C. 176(e) that prioritizes this project [confirm in writing]. A BCA is attached.
11	**Has a RIP been incorporated into an applicable State DOT or MPO long range transportation plan?**	☐ Yes ☒ No

II. Budget and Funding

1	**PROTECT Competitive Grant Program Request Amount**	**$4,471,000** [planning-level]. 80% of future eligible project cost.
2	**Other Federal Funding**	**$0.** No other Federal funds are committed to this project.
3	**Non-Federal funding**	Source: Town of Lake Park Stormwater Utility / General Fund, FY2028–FY2029 CIP [confirm fund and resolution no.]. Amount: **$1,118,785** (20% of future eligible cost). The Town has also applied to FDEP Resilient Florida (FY2026–27) for this project. If awarded, those state funds will serve as the non-Federal share and fund the locally paid streetscape items; the PROTECT request will be reduced so no cost is funded twice.
4	**Future Eligible Project Cost**	**$5,589,785**
5	**Previously incurred project costs (if applicable)**	Amount: [$__]. Town-funded design and calculations prepared through [date]. Not proposed for PROTECT reimbursement or match.
6	**Total Project Cost**	**$5,589,785** [plus previously incurred costs once confirmed]
7	**Grant Funds, Sources and Uses of Project Funds (Detailed Budget)**	Detailed budget by phase and source (year-of-expenditure $; Attachment F): **Activity:** Design update, NEPA documentation, permits (after obligation). **Cost:** $150,000: PROTECT $120,000; Town $30,000 **Activity:** Construction + CEI. **Cost:**

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		$5,439,785: PROTECT $4,351,000; Town $1,088,785 **Total:** $5,589,785. PROTECT $4,471,000; Town $1,118,785. **Construction by component** (incl. CEI): drainage, bioswales, exfiltration and outfall connections $3,508,491; pavement, curb, sidewalk and driveway restoration required by the drainage work $1,769,664; ADA ramps $161,630. **Contingency and escalation.** A 15% contingency and 3%/yr escalation to a mid-2029 construction midpoint are carried. The overrun plan is in Section IV. No right-of-way acquisition is anticipated [confirm]. Utility work is limited to conflicts created by the drainage.
8	**Does the project involve the construction of new capacity?**	☐ Yes ☒ No No. The project adds no travel lanes. It converts surplus pavement to green stormwater infrastructure, reducing Park Avenue from four travel lanes (two in each direction) to one 12-foot lane in each direction, with turn lanes at U.S. 1 and 8.5-foot on-street parking on one side (100% plans, typical section Sheet C-9). 2025 AADT of 6,000 is far below the 25,000 vehicles/day FHWA cites as the upper range for this reconfiguration [EOR/traffic engineer to confirm LOS].
9	**Does the project involve development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities described under 23 U.S.C. § 176(d)(5)(F)(i)?**	☒ Yes ☐ No Yes: design update to 100%, NEPA documentation and permitting, $120,000 of PROTECT funds (2.7% of the grant, within the 10% limit). All of it occurs after obligation.
10	**Has the applicant submitted previous applications for Federal funding for this project?**	☐ Yes ☒ No No prior Federal funding application. The Town has applied for state funding for this project through FDEP Resilient Florida (FY2026–27) [application no., date, amount requested].

III. Merit Criteria

In the space below, describe how the project will meet the merit criteria and the associated objectives as found in Section F of the FYs 2024 through 2026 PROTECT Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the merit criteria section of the application to eight total pages in length.

Criterion #1: Vulnerability and Risk

A. Weather events and changing conditions to which the project area is exposed

Park Avenue faces **rainfall-induced flooding made worse by a capacity-limited downstream system**, and in future scenarios **coastal surge**.

- **Modeled roadway exposure (VA, June 2025).** The VA uses the Town-wide 1D/2D ICPR4 model (TLP_MASTER_v2024.01). It rates Park Avenue (asset TLP-CA-220) at **High exposure, more than 6 inches of water above the centerline (VA Table 3-1), in all 14 rainfall-induced and all 14 compound-flood scenarios** for the 100- and 500-year storms in 2024, 2050 and 2080 (VA Tables 3-6 and 3-7; Attachment A).
- **Measured depths on the corridor.** Sampling WRMA's 2024 100-year, 72-hour depth raster along Park Avenue: 32% of the corridor is more than 6 inches deep at the centerline, and 50% has more than 6 inches somewhere across the 24-foot roadway, with a maximum of 1.7 feet at the centerline (1.9 feet in the roadway) between 5th and 3rd Streets. In the 500-year storm the shares are 60% and 96%, with a maximum of 2.2 feet. On 6th and 4th Streets south of Park, where the corridor discharges, the 100-year depth exceeds 2 feet along 83% and 74% of the first 1,260 feet. WRMA's structure analysis for the same storm identifies 18 flooded structures along Park Avenue and on 6th and 4th Streets downstream (Attachment D: depth exhibit and WRMA maps).
- **Frequent storms, not just rare ones.** WRMA's 2026 model (TLP_MASTER_v2026.01) shows Park Avenue flooding in the 2-year storm, which has a 50% chance every year: up to 0.7 foot deep at the low east end, and more than 6 inches at the centerline along 15% of the 2nd Street to U.S. 1 block (35% in the 25-year storm). On 6th Street south of Park, depth exceeds 1 foot along 45% of the first 1,260 feet in the 10-year storm and 59% in the 25-year storm (Attachment D, page 2).
- **Undersized downstream system.** The Southern Outfall, which receives Park Avenue's runoff, serves about half the Town's watersheds and lacks capacity. The VA documents inlet surcharge in the middle of the network "with only minor storm events," and estimates the Town's drainage level of service at about a 2-year storm (VA §5, §6.2).
- **Changing conditions.** SFWMD rainfall change factors of 1.18 (2020–2059) and 1.20 (2050–2089) raise extreme rainfall 18–20% (VA Table 2-8). Sea-level rise raises tailwater at the Lake Worth Lagoon outfall. Coastal surge does not reach Park Avenue today but rates it High in the 2050 500-year and most 2080 scenarios (VA Table 3-5); the 2080 compound-flood maps show surge flooding reaching U.S. 1 at the project's east end (VA Appendix D).

Observed flooding on Park Avenue: [insert Public Works work orders, complaint logs and photos with dates and rainfall].

B. Exposure, sensitivity and adaptive capacity

- **Exposure.** The whole 0.731-mile segment is rated High in every rainfall and compound scenario. Adjacent critical assets are exposed in the same storms (VA Attachment A,

rainfall-induced):

– Town Hall (lowest elevation 11.38 ft NAVD88): modeled flood elevation 11.96 ft in today's 100-year storm, rising to 12.24 ft in the 2080 500-year storm

– Seacoast Utility Authority lift station LS 012 on 6th Street (9.56 ft): 11.70 ft in today's 100-year storm, 12.38 ft in the 2080 500-year storm

– Lake Park Community Church, 501 Park Ave (11.02 ft): 12.12 ft in today's 500-year storm

- **Sensitivity.** Standing water saturates the pavement base and speeds its failure. It blocks sidewalks, ramps and driveways to public buildings. Flooding at LS 012 risks inflow to the sanitary system and loss of pumping.
- **Adaptive capacity (low today).** The corridor relies on a conventional pipe system discharging to a network that surcharges in minor storms. It has little storage, infiltration or treatment. The Town has already rebuilt the outfall and added storage at Bert Bostrom Park, so upstream collection is now the limiting link.

C. High risk to the transportation asset (likelihood × consequence)

Likelihood is high. The street floods in the 5-year storm today, is rated High in every 100- and 500-year scenario through 2080, and the system serving it surcharges in minor storms. **Consequence is high for a small town.** Flooding cuts the direct route to Town Hall, the Sheriff's Office substation and the Library, and it threatens a sanitary lift station. Parallel local streets drain to the same flooded grid. The design lowers the corridor's peak discharge into those flooded blocks; the size of the reduction will be confirmed with proposed-condition modeling.

Criterion #2: Criticality to American Families and Communities

A. Continued operation and rapid recovery of a crucial local asset

- **Traffic.** 2025 AADT 6,000 (FDOT site 935223, SR 850/Northlake Blvd to U.S. 1); 5.1% trucks [confirm a Park Avenue-specific count].
- **Network role.** Park Avenue is the Town's main street. It links U.S. 1 with the downtown, the Palm Beach County Fire Rescue station at 1000 Park Avenue and Old Dixie Highway. Six local streets (2nd–7th) cross it. When it floods, the alternatives are local streets in the same flooded grid or a longer loop via Northlake Boulevard [confirm detour by GIS]. Park Avenue has four lanes (two each way) for 6,000 vehicles per day. Converting the surplus lanes to drainage leaves one 12-foot lane each way plus turn lanes at U.S. 1, well within FHWA's guidance for this reconfiguration (roads up to 25,000 vehicles/day), so the project does not trade flooding for congestion [confirm LOS].
- **Government and public safety.** The municipal complex houses Town Hall, the Palm Beach County Sheriff's Office substation and the Library. After a storm it is where the Town runs its response and residents come for help. Keeping Park Avenue open keeps that access open.
- **Downstream school.** Lake Park Elementary School (404 Evergreen Drive) is in the blocks that receive the corridor's runoff; the VA models the 100-year flood 1.9 feet above its lowest elevation (VA Table 3-6).
- **Utilities and community facilities.** Seacoast LS 012 (6th Street); Lake Park Community Church (501 Park Ave); and homes and businesses fronting the corridor [__ parcels; __ jobs from PBC Property Appraiser and LEHD].

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B. Timeliness and severity of consequences

The exposure exists now, in today's storms, and every future scenario remains High. The downstream outfall has been rebuilt, so the Town is ready to fix the upstream collection that still floods. Repaving Park Avenue without the drainage would lock in the problem for another pavement life.

C. Critical to community functions

The corridor carries the Town's civic functions (government, law enforcement, library) and a utility lift station. It also carries the east end of the downtown business district that the VA identifies along Park Avenue. After storms it carries debris-removal, utility and recovery crews.

D. National freight / NHS

Not applicable. Park Avenue is not on the NHS, NHFN or NMFN. It connects to U.S. 1.

Criterion #3: Design Elements, including Addressing Core Infrastructure

A. Service life and design elements addressing current and future vulnerability

Design service lives [confirm with Engineer of Record]: storm sewer, inlets and exfiltration trench 50 years; pavement 20 years; bioswales indefinite with routine maintenance. The signed and sealed calculations (Engenuity, 2023) size the system for the SFWMD water-quality standard: 2.5 inches of runoff over the impervious area, or 1.05 acre-feet, for the 6.96-acre corridor. The exfiltration trench needs 490 feet at a safety factor of 2 using a site-tested hydraulic conductivity of 4.33×10^{-4} cfs/ft²-ft of head; 567 feet are provided. The design update will add a flood level-of-service check [roadway design storm] against the VA's 2050 rainfall (+18%), tailwater and higher groundwater. Each element answers a failure mechanism:

- **Runoff with too few inlets → ponding.** 67 new inlets and about 4,021 feet of storm sewer collect runoff along the whole corridor.
- **No room for storage in a built-out right-of-way → no storage.** Surplus travel-lane pavement is removed (impervious area falls from 5.56 to about 5.05 acres) and replaced with 10-foot vegetated bioswales over perforated underdrains in aggregate, discharging to exfiltration trenches (100% plans, Sheet C-16). Like the Bert Bostrom Park system, storage and filtration are distributed upstream instead of sent directly to the outfall.
- **Surcharging downstream system → backwater.** About 3,000 feet of vegetated bioswale (10-ft top width, 2-ft bottom) and 567 feet of exfiltration trench store and infiltrate runoff before it reaches the Southern Outfall. BMPTrains (May 2026) estimates that average annual surface discharge from the corridor falls from about 23.0 to 2.1 acre-feet per year, roughly 91% of annual runoff retained. That relieves a network that surcharges in minor storms.
- **Uncontrolled connections → system-wide backflow.** The two connections at 4th and 6th Streets are rebuilt to the Southern Outfall northern tributary [describe control, e.g., weir or backflow prevention].
- **Saturated base → pavement failure.** Pavement is restored over a drained base.

B. Evidence-based data, projections and scenarios

Design and screening rely on NOAA Atlas 14 precipitation frequency, SFWMD rainfall change factors and NOAA sea-level-rise scenarios (Intermediate-Low, Intermediate and Intermediate-High) for 2050 and 2080. They also use the Town's 1D/2D ICPR4 model

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(v4.07.08, TLP_MASTER_v2024.01), LiDAR, the Town's stormwater inventory and geotechnical data [borings, seasonal high groundwater].

C. How the design reduces vulnerability and risk

The design collects runoff that now ponds, stores and infiltrates it in the right-of-way, and sends less water to the outfall. Impervious area falls from 5.56 to about 5.05 acres (Engenuity, 2023). The 1.05 acre-foot water-quality volume is treatment volume, not new flood storage. **Changing conditions in the design:** the calculations assume groundwater at 2.2–4.5 ft NAVD88 (5.5 ft below grade). Sea-level rise will raise groundwater and reduce infiltration, so the design update will set trench and swale bottoms against projected seasonal high groundwater [EOR]. At the east end, proposed pipe inverts are as low as 0.3–1.7 ft NAVD88 (Sheet C-10), below today's Lake Worth Lagoon mean higher high water (about 1.0 ft) and the 2050 projection of 1.6–2.0 ft (VA Table 2-3); the Federal-aid design check will add tailwater analysis and backflow control where needed. Existing-condition depths on Park Avenue are measured from the Town's 1D/2D model (Attachment E). A proposed-condition run, which will quantify the reduction in depth, duration and flooded length and in flood stages at Town Hall and LS 012, is the first task of the design update.

D. Condition and safety of the transportation infrastructure

Removing standing water reduces hydroplaning and splash. It also ends the need for pedestrians to walk around ponded crossings at public buildings. Reconfiguring four undivided lanes to two 12-foot through lanes with turn lanes at U.S. 1 (100% plans) is an FHWA Proven Safety Countermeasure (Road Diets/Roadway Reconfiguration). Signal Four Analytics records 33 crashes on the corridor from January 2023 to July 2026: 1 serious injury, 1 minor injury, 8 possible injury and 23 property damage only. Twenty-two were at the 2nd to 6th Street crossings, mostly right-angle crashes by side-street drivers crossing four lanes. After the project they cross two, and pedestrian crossings are shorter. Restored pavement, sidewalks, ADA ramps and MUTCD markings improve predictable operation.

E. Maintenance for the life of the facility

The Town's Public Works Stormwater Division will own and maintain all elements, as it does the rebuilt Southern Outfall and the Bert Bostrom Park chambers. Funding comes from the dedicated Stormwater Utility fee [current rate and annual revenue]. The O&M plan (Attachment J) covers quarterly bioswale inspections, inspection after large storms, annual jet-vac cleaning of inlets, pipes and trench, vegetation management, sensor calibration and pavement preservation. Estimated incremental O&M is about $20,200/year (Attachment J), with a renewal reserve for sensors, trench and swale media, and resurfacing.

F. Wayfinding and accessibility

The project rebuilds [24] ADA curb ramps with detectable warnings at seven intersections. It removes ponding at crossings used to reach Town Hall, the Library and the Sheriff's Office substation. Sensor data will support public flood advisories.

Criterion #4: Innovation

A. Nature-based solutions

About 3,000 feet of vegetated bioswale are the natural-infrastructure element. They convert impervious and turf right-of-way into planted storage that infiltrates and treats runoff. With the exfiltration trench, BMPTrains (v4.3.1) estimates 91% removal of nitrogen and phosphorus, about 87 lb/yr of nitrogen and 11 lb/yr of phosphorus kept out of Lake Worth Lagoon. That

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directly advances the Stormwater Master Plan's 5% Roadway Bioswale Program and its goal of cutting impervious area in the right-of-way by 10% (VA §6.2). The approach decentralizes storage upstream instead of relying only on a larger downstream pipe, and the Town's model shows it works on this system: WRMA's pre- versus post-construction runs for Bert Bostrom Park show visibly less 5- and 25-year flooding on 6th Street after upstream storage was added. The Town is applying it across the Southern Outfall system (Bert Bostrom Park, 10th Street). It is replicable for small municipalities with narrow rights-of-way and legacy drainage.

B. Technologies that increase reliability over the service life

Real-time water-level sensors with telemetry at the corridor low point and a connection structure will:

- Verify modeled performance against observed storms
- Trigger maintenance before clogging reduces capacity
- Give Public Works and law enforcement real-time information for closure decisions

Observed data will be used to recalibrate the Town's 1D/2D model, so future capital decisions rest on measured performance. The sensors are equipment directly related to improving system performance under 23 U.S.C. 176(d)(5)(F)(i).

IV. Project Readiness

In the space below, describe how the project will meet the readiness considerations and the associated elements as found in Section F of the FYs 2024 through 2026 PROTECT Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the project readiness section of the application to six total pages in length.

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Readiness: Technical Assessment

A. Resources to deliver

The project is managed by Public Works Director Jaime J. Morales. He has more than 18 years of municipal and county public works leadership, is a Florida Certified General Contractor, and holds degrees in business administration (finance, supply chain). He is supported by the Stormwater Division, Finance and the Town Clerk (procurement).

Under CDBG-MIT Agreement MT130 the Town has procured and administered Federally funded construction under 2 CFR 200 and Davis-Bacon: the Southern Outfall pipe replacement, the Bert Bostrom Park storage/filtration project and 1,200 feet of pipe lining are complete. The 10th Street corridor is scheduled for construction February–August 2027, so the same team will have delivered four projects on this system before Park Avenue is bid. Engineer of Record: [firm and contract]. CEI will be procured by qualifications-based selection.

B. Compliance with Federal requirements

The Town will comply with Title 23 and 2 CFR 200 (as adopted at 2 CFR 1201), including:

- NEPA with FHWA as lead agency
- Buy America (23 U.S.C. 313; 23 CFR 635.410) and BABA (2 CFR 184)
- Prevailing wage (23 U.S.C. 113) and FHWA-1273 contract provisions

- DBE (49 CFR 26) as applicable, Title VI and ADA
- Brooks Act selection for engineering services
- Semi-annual progress reports and SF-425
- Inclusion in the Palm Beach TPA TIP and the STIP before obligation

Delivery will be through a direct FHWA grant agreement or the FDOT District 4 Local Agency Program [confirm; LAP certification status]. The Federal-aid cost of compliance (Buy America, prevailing wage, CEI, oversight) is carried in the budget.

C. Schedule and obligation deadlines

Milestone	Target
Selection announced	[2027, est.]
Grant agreement for development phase; funds obligated	Q4 2027
Design update to 100%; NEPA CE documentation to FHWA	Q4 2027 – Q2 2028
SFWMD ERP issued; CE determination; TIP/STIP amendment	Q3 2028
Construction funds obligated	By Sep 30, 2028 (FY2025 funds); no later than Sep 30, 2029 (FY2026)
Advertise; bid; award; NTP	Q4 2028 – Q1 2029
Construction (about 10–12 months)	Q1 2029 – Q4 2029
Final acceptance, record drawings, closeout	Q2 2030

The schedule meets the FY2026 obligation deadline with about 12 months of float. It meets the FY2025 deadline only if the design update and NEPA finish on time [adjust after EOR confirms]. The period of performance is about 2.5 years, within the NOFO's 1–4-year range.

D. Technical feasibility

The corridor has signed and sealed drainage calculations (2023), site-specific geotechnical testing (2022), a current pollutant-loading analysis (2026) and signed and sealed 100% plans (February 2024). The drainage types used (pipe, inlets, exfiltration trench, bioswales) are standard in South Florida, and the Town has recently built comparable systems on the same network. Remaining technical work is limited: conversion to Federal-aid bid documents, a flood level-of-service and tailwater check, and confirmation of seasonal high groundwater.

Readiness: Financial Completeness Assessment

A. Reasonable and necessary costs

The budget uses a planning-level OPCC built from the design quantities [replace with the Engineer of Record's current OPCC, dated __]. It carries 16% general conditions (mobilization, MOT, erosion control), a 15% contingency, 3%/yr escalation and 10% CEI. Construction before CEI is $4,945,259. The Town's earlier planning figure was $4,000,000. Widened sidewalks and multi-use path, landscape buffers and decorative crosswalk patterns in the 100% plans are excluded from the PROTECT project and funded separately.

B. Plan for cost overruns

- The 15% contingency is carried in the budget.
- Town Commission Resolution [No. __] (Attachment I) commits Stormwater Utility and General Fund reserves to cover any overrun, up to [$__].
- Value engineering at 100% design; any discretionary items are bid as additive alternates.

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C. Availability of all funding

The Town's $1,118,785 match is programmed in the [FY2028–FY2029 CIP] and committed by resolution. No funding source depends on a future, unsecured application.

D. Future operation, maintenance and preservation

Funded by the Town Stormwater Utility fee and the Public Works operating budget (Section III-E).

E. Development-phase limit

PROTECT funds $120,000 of development-phase work (2.7% of the grant, against the 10% limit).

Readiness: Permitting Risk Assessment

A. NEPA

FHWA will be lead agency. The work lies within the existing operational right-of-way, so the anticipated class of action is a Categorical Exclusion under 23 CFR 771.117(c)(22) [confirm with FHWA Florida Division / FDOT D4]. Screening to be documented:

- Section 106 / Florida Master Site File check, including the historic Kelsey Theater just west of the limits [result]
- Contamination screening (FDEP-listed small-quantity generator at 701 Park Ave, west of the limits) [result]
- Protected species (urban, previously disturbed right-of-way)
- Floodplain (Section I-6)

B. Permits and approvals

- SFWMD Environmental Resource Permit: not yet applied for, because the project was held for construction funding. The application will be filed from the updated design (about 60–90 days for review)
- FDEP NPDES Construction Generic Permit (disturbance over 1 acre)
- FDOT District 4 permit for any work at the U.S. 1 intersection
- Seacoast Utility Authority, FPL and telecom agreements

The schedule carries 30–60 days of float for each permit.

C. Public engagement

The Town will hold a public workshop at the design update and meet with property owners fronting the corridor, as it did for 10th Street (April 25, 2026 workshop and on-site owner meetings). Project presentations to the Town Commission: [dates].

D. Known risks

There is no open litigation, known public controversy or agency opposition on environmental grounds [confirm with Town Attorney]. Residual risks (utility conflicts, groundwater for the exfiltration trench, prices) are covered by SUE, geotechnical investigation and contingency.

V. Statutory and DOT Selection Priorities

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In the space below, describe how the project will meet the selection priorities in Section F of the FYs 2024 through 2026 PROTECT Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the statutory and DOT selection priorities section of the application to three total pages in length.

Statutory Selection Priorities
For Resilience Improvement Grants: ☐ The benefits of the eligible activity proposed to be carried out by the eligible entity exceed the costs of the activity (as demonstrated by the economic analysis); and ☒ There is a need to address the vulnerabilities of surface transportation assets of the eligible entity with a high risk of, and impacts associated with, failure due to the impacts of weather events, natural disasters, or changing conditions, such as sea level rise, wildfires, and increased flood risk; or ☐ The eligible activity is included in a RIP as described by 23 U.S.C. 176(e)(2). ☐ None of the above apply to the project. **For Community Resilience and Evacuation Route Grants:** ☐ The activities are cost-effective (as demonstrated by the results of the economic analysis), taking into account: (1) current and future vulnerabilities to an evacuation route due to future occurrence or recurrence of emergency events that are likely to occur in the geographic area in which the evacuation route is located; and (2) projected changes in development patterns, demographics, and extreme weather events based on the best available evidence and analysis. ☐None of the above apply to the project.
Statutory Selection Priorities: *Briefly describe below how the project meets the checked statutory priorities.*
High-risk vulnerability. Park Avenue is an existing Federal-aid Urban Minor Collector. The Town's VA rates it High in all 28 rainfall and compound scenarios, and future surge reaches it by 2050 (Criterion 1). Flooding cuts access to Town Hall, the Sheriff's Office substation and the Library and threatens a sanitary lift station (Criterion 2). **Benefits exceed costs.** Not claimed. The screening BCA is below 1.0 (Section BCA). The box is left unchecked. **RIP.** None applicable.
DOT Selection Priorities
☐ The project supports critical infrastructure for industries of national interest. ☒ The project would contribute to promoting economic prosperity in communities, including rural areas and Tribal communities. ☒ The project prioritizes improvement of the condition and safety of existing transportation infrastructure, particularly infrastructure with high cost of failure, such as bridges with lengthy detours, impacts to critical corridors, or failures that will cause economic disruption. ☒ The project demonstrates an ability to meet PROTECT Competitive Grant Program obligation deadlines. ☐ The project improves access to national security and defense facilities or facilitate

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movement of military cargo or personnel. ☐ The project will reduce roadway traffic congestion. ☐ The project repurposes existing specialized travel lanes for bicycles, buses, or pedestrians for general purpose use by all motor vehicles, including single-occupant motor vehicles, and the applicant demonstrates the repurposing will meet the PROTECT program purpose, will reduce congestion on the facility, will utilize 40 percent or less of requested PROTECT funds for adding capacity consistent with 23 U.S.C. 176(d)(5)(G)(i)(I), will address safety consistent with the merit criteria described in Section F of the NOFO, and will comply with applicable federal requirements, including the Clean Air Act and criteria under 23 U.S.C. 217(e). ☐ None of the above apply to the project.
DOT Selection Priorities: *Briefly describe below how the project meets the checked DOT priorities.*
Condition and safety of existing infrastructure. The project restores an existing collector over a drained base, removes standing water at crossings that serve public buildings, and reconfigures four undivided lanes carrying 6,000 vehicles/day, an FHWA Proven Safety Countermeasure. The corridor had 33 crashes from 2023 to mid-2026, 22 of them at side-street crossings where drivers now cross four lanes. **Obligation deadlines.** Design is complete (signed and sealed 100% plans), the anticipated NEPA class is a Categorical Exclusion, no right-of-way is needed, and the Town has delivered four projects on the same system. The Town can obligate construction funds by September 30, 2029 (FY2026) with margin. **Economic prosperity.** Park Avenue is the Town's downtown street. Reliable access in frequent storms supports the businesses at its east end and the Town's CRA redevelopment efforts [confirm CRA boundary].

VI. Benefit-Cost Analysis

The purpose of the Benefit-Cost Analysis (BCA) is to enable FHWA to assess the project's cost effectiveness by comparing its expected benefits to its expected costs, relative to a no-build scenario for the purpose of project prioritization.

Resilience Improvement Grant 23 U.S.C. § 176(d)(5)(E)(ii)(I)	BCA is required for the project to be prioritized, unless the project is prioritized in a RIP. (see *Completing a BCA* below) Please check the appropriate box: ☐ The applicant is not requesting Resilience Improvement Grant funds. ☒ The applicant requests Resilience Improvement Grant Funding, and the project <u>is not</u> prioritized in a RIP. A BCA is attached. ☐ The applicant requests Resilience Improvement Grant funding, and the project <u>is</u> prioritized in a RIP. ☐ The application is from a federally recognized Indian Tribe that is requesting Resilience Improvement Grant funds but is opting to provide raw data with its application to support the need for a project, without additional BCA*. The raw data is attached.

	The BCA (Attachment H) follows the USDOT BCA Guidance 2026 Update: 7% real discount rate, 2024 dollars, 30-year analysis period, and full project cost including previously incurred costs. It compares the build case with a no-build baseline. Benefits counted: safety from the lane reconfiguration; avoided flood damage to 128 buildings in the corridor and its receiving blocks (upper bound); pavement life-cycle savings; residual value of 50-year drainage assets; avoided Town storm response; and travel time and vehicle operating cost from closures. Flood depths come from the Town's 1D/2D ICPR4 model (WRMA): existing-condition 2-, 5-, 10- and 25-year rasters (v2026.01) and 100- and 500-year rasters (v2024.01), with SFWMD future-rainfall factors (1.18 by 2050, 1.20 by 2080). Safety uses the Signal Four Analytics crash history for 2023-2026 (33 crashes, including 1 serious and 1 minor injury crash and 8 possible-injury crashes), with a road-diet CMF of 0.71 (FHWA CMF Clearinghouse). **Result:** PV costs $3.67 million; PV benefits $3.41 million; **BCR 0.93** (sensitivity range 0.63 to 1.39). The Town does not claim that benefits exceed costs. Resilience, access to the municipal complex, lift-station protection and water quality to Lake Worth Lagoon are described but not monetized.
Community Resilience and Evacuation Route Grant 23 U.S.C. § 176(d)(5)(E)(ii)(II)	BCA is required for the project to be prioritized. (see *Completing a BCA* below) Please check the appropriate box: ☒ The applicant is not requesting Community Resilience and Evacuation Route Grant funds. ☐ The applicant requests Community Resilience and Evacuation Route Grant funding, and a BCA is attached. ☐ The application is from a federally recognized Indian Tribe that is requesting Community Resilience and Evacuation Route Grant funds but is opting to provide raw data with its application to support the need for a project, without additional BCA.* The raw data is attached.
At-Risk Coastal Infrastructure Grant 23 U.S.C. § 120(g)	BCA is not required, but applications must demonstrate that the project will reduce long-term infrastructure costs by avoiding larger future maintenance or rebuilding costs. Please check the appropriate box: ☒ The applicant is not requesting At-Risk Coastal Infrastructure Grant funds. ☐ The applicant requests At-Risk Coastal Infrastructure Grant funding and provides a demonstration of such long-term infrastructure cost reductions in the project application Summary section.

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 96-10-26 - Agreement (Piggyback) - Bulk Fuel, Gasoline, Diesel, Marine and Biodiesel - Petroleum Traders Corporation

Agenda Category: New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: TBD **Funding Source:** General Fund/Marina Fund

Account Number: 001-141.100 & 001-141.200/ 401-141.200 & 401-141.201 **Finance Signature:** Barbara Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments:
- Resolution 96-10-26
- Agreement between the Town of Lake Park and Petroleum Traders Corporation
- Exhibit A – Florida Department of Management Services State Term Contract No. 15100000-25-STC For Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel with Petroleum Traders Corporation.
- Exhibit B – The State of Florida Department of Management Services Invitation to Bid (ITB) Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel ITB No. 25-15100000-ITBv2
- Exhibit C – Markup Sheet for Petroleum Traders (Southern Region)
- Petroleum Traders Corporation - Customer Setup Forms

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department requests the Town Commission's consideration to enter into an Agreement with Petroleum Traders Corporation to provide a reliable and uninterrupted bulk fuel supply of gasoline, diesel, marine, and biodiesel to support Town operations, including sanitation collection, stormwater and

roadway maintenance, parks services, fleet operations, marina operations and sales, as well as emergency response.

Note: The proposed Agreement would ensure that the Town purchases all fuel in a manner that is competitively solicited and in accordance with the Town's procurement policy and state law. To date, the Town has not maintained a contract with the current fuel vendor (although the Town was provided with pricing that appears to be competitively solicited by Palm Beach County), which is not in compliance with the Town's procurement policies and state law. This issue was identified early in 2025 and the PBC Inspector General's Office (IG) will be notified of this issue along with the Town's efforts to resolve the non-compliance issue.

To ensure the lowest price possible, staff is recommending that the Town piggyback off the current Florida Department of Management Services (FDMS) State Term Contract, which was awarded to Petroleum Traders Corporation through a competitive selection process (Contract No. 15100000-25-STC), for the purchase and delivery of bulk gasoline, diesel, marine fuel, and biodiesel, as needed.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk's Office, including Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC and published addenda, as required.

The proposed piggyback Agreement with Petroleum Traders Corporation, if approved, would establish a direct, independent procurement mechanism for future bulk-fuel deliveries; expand fuel-source flexibility; support continuity of operations and emergency readiness; and provide access to competitively established statewide pricing, terms, and conditions.

Note: The Town and Palm Beach County (since 2017) have maintained an intergovernmental arrangement for fuel-management services and reciprocal use of fueling facilities [Palm Beach County Agreement No. R2017-0723 – 2017 & First (Renewal) Amendment No. R2022-0189 – January 8, 2022, to January 8, 2027]. Although this agreement enables the Town and PBC staff, including PBSO, to fuel at both entities' facilities (and provide payment back to the provider agency), it does not authorize the purchase and delivery of various types of bulk fuels (including fuel utilized and sold at the Town's Marina and Public Works facilities) from a petroleum vendor for the Town's facilities nor did the Town Commission approve a separate and distinct agreement for these types of purchases.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contracts of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made, provided that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with a proven record of performance and technical expertise. Furthermore, piggybacking on this agreement will accelerate project mobilization, support cost control, and ensure compliance with state and local procurement requirements.

If approved, the Town Commission would accept Petroleum Traders Corporation pricing by piggybacking on the Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC,

including all terms, conditions, and pricing therein. The proposed Agreement would expire on December 30, 2028, and be for a little more than two (2) years with no renewal options. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed pricing for each of the various types of fuel that are offered within this Agreement will be dependent upon market pricing, and the markup to the Town will be defined by the approved markup amounts within the approved Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC.

Funding to support these fuel purchases is provided within the current FY 2027 Budget – Various Funds, including the Town's Marina and Public Works Department Funds.

The proposed Agreement was developed by the Public Works Director and the Operations Manager and reviewed by the proposed fuel vendor, Petroleum Traders Corporation, the Marina Director, the Finance Director and the Town Attorney.

The Town has not previously worked with the proposed vendor; however, staff confirmed with various local governments that they have a record of dependable delivery, fuel quality compliance and responsive customer service.

Recommended Motion:
I move to adopt Resolution 96-10-26 and authorize a piggyback Agreement with Petroleum Traders Corporation for the purchase and delivery of bulk fuel, gasoline, diesel, marine and biodiesel; and authorize the Mayor to execute the Agreement.

RESOLUTION 96-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL WITH PETROLEUM TRADERS CORPORATION; ESTABLISHING A THREE-YEAR TERM WITH NO RENEWALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (Town) requires bulk fuel, gasoline, diesel, marine fuel, and biodiesel services to support Town operations; and

WHEREAS, the Florida Department of Management Services competitively solicited these services pursuant to Invitation to Bid No. 25-15100000-ITBv2; and

WHEREAS, the Florida Department of Management Services awarded Petroleum Traders Corporation a contract under State Term Contract No. 15100000-25-STC; and

WHEREAS, State Term Contract No. 15100000-25-STC permits eligible governmental entities to purchase applicable services based upon the competitively established terms, services, and pricing; and

WHEREAS, the Town has reviewed the services and pricing available from Petroleum Traders Corporation and determined that they meet the Town's operational requirements; and

WHEREAS, the Town has determined that cooperative purchasing under the Florida Department of Management Services contract is appropriate and consistent with Florida law and the Town's procurement regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute the Piggyback Agreement between the Town of Lake Park and Petroleum Traders Corporation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services.

Section 3: The Agreement shall have a three-year term commencing on the date the Town Commission approves the Agreement, with no renewal or automatic-extension options. Purchases shall be made on an as-needed basis, subject to approved budget appropriations and the applicable terms and pricing available under State Term Contract No. 15100000-25-STC.

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

CONTRACT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL SERVICES

This agreement for bulk fuel, gasoline, diesel, marine, and biodiesel services (the "Agreement") is made and entered into by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Petroleum Traders Corporation, 7120 Pointe Inverness Way, Fort Wayne, Indiana 46804 ("Contractor") (collectively referred to as the "parties").

WITNESSETH THAT

WHEREAS, the Town is a municipality and is given those powers and responsibilities enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining an uninterrupted fuel supply to support Town operations; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town may enter into contracts for the cooperative purchase of certain goods, products or services when a contract has been subjected to a competitive procurement solicitation by another governmental entity; and

WHEREAS, the Contractor entered into State Term Contract No. 15100000-25-STC with the Florida Department of Management Services for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services; and

WHEREAS, the Town desires to utilize the competitively established terms, services, and pricing available to the Town through State Term Contract No. 15100000-25-STC (the State Contract) for the same or similar products, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Town would like to purchase unleaded gasoline and diesel fuel on an as-needed basis, as well as during emergency situations or events, from the Contractor; and

WHEREAS, pursuant to the Florida Department of Management Services contract, the Contractor has agreed to offer eligible governmental entities the same products at the same pricing as reflected in the State Contract .

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

1. The above stated recitals are incorporated herein.
2. The terms and pricing of the State Contract are incorporated herein.
3. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
    a. Keep and maintain public records required by the Town to perform the services that are the subject of this Contract.
    b. Upon request of the Town, provide any such public records.
    c. Ensure that public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement and

following completion of this Contract if the Contractor does not transfer the records that are part of this Contract to the Town.

d. Upon completion of the term of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in this Agreement. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

3. The Contractor affirms and ratifies the applicable terms, pricing, and conditions of Florida Department of Management Services State Term Contract No. 15100000-25-STC and agrees to provide the Town the same applicable services based upon those terms, conditions, and pricing for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services.

4. The Town agrees to pay for services ordered from the Contractor based upon the applicable pricing, terms, and conditions available under State Term Contract No. 15100000-25-STC, subject to lawful appropriations and authorized Town purchases.

5. Except as expressly supplemented by this Contract, the applicable terms and conditions of State Term Contract No. 15100000-25-STC are incorporated herein by reference.

6. The term of this Contract shall commence on September 16, 2026 and shall remain in effect until the expiration of the Originating Contract on December 30, 2028. The commencement date of the underlying State Term Contract does not determine the commencement date of this Agreement. Purchases under this Agreement remain subject to the continued legal availability of the applicable State Contract pricing, terms, and conditions.

7. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

8. Notices to the Contractor shall be sent to Petroleum Traders Corporation at 7120 Pointe Inverness Way, Fort Wayne, Indiana 46804, or to such other address as the Contractor designates in writing. Notices to the Town shall be given to: Town of Lake Park, Attn: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

9. If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date approved by the Town Commission and the dates of execution below.

ATTEST: **TOWN OF LAKE PARK**

By: _____
Vivian Mendez, Town Clerk

By: _____
Rodger Michaud, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Petroleum Traders Corporation:

By: Joseph Vanderpool

Its: Contract Sales Manager

Printed Name: Joseph Vanderpool

STATE OF Indiana

COUNTY OF Allen

The foregoing instrument was acknowledged before me this 31st day of August, 2026, by Joseph Vanderpool, as Contract Sales Manager of Petroleum Traders Corporation, who is personally known to me or has produced personally known to me as identification.

(NOTARY SEAL)

Notary Public, State of Indiana Stephen Reuille

#8231670 v1 26508-00001

NOTARY PUBLIC SEAL INDIANA
STEPHEN REUILLE
Notary Public, State of Indiana
Allen County
Commission Number NP0744359
My Commission Expires
October 18, 2030

Docusign Envelope ID: 8E73AE00-CFD5-496E-845B-4BEFEBBC600E

State Term Contract

No. 15100000-25-STC
For
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

This State Term Contract No. 15100000-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Petroleum Traders Corporation** ("Contractor") with its principal place of business located at 7102 Pointe Iverness Way, Fort Wayne, IN 46804; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 31, 2025, or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 30, 2028, unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. **Order of Precedence.**

   This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

   a. This contract document
   b. Exhibit A, Scope of Work
   c. Exhibit B, Enterprise Standard Terms and Conditions
   d. Exhibit C, Markup Sheet

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3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Joseph Vanderpool
Petroleum Traders Corporation
7102 Pointe Iverness Way
Fort Wayne, Indiana 46804
Telephone: (888) 637-7661
Email: jvanderpool@petroleumtraders.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 12/11/2025 | 7:21 AM EST

Contractor:
Petroleum Traders Corporation

DocuSigned by:
By: Joseph Vanderpool
1D8175B081CC4CD...

Name: Joseph Vanderpool
Title: Contract Manager
Date: 12/10/2025 | 1:21 PM CST

EXHIBIT A
SCOPE OF WORK

1. PURPOSE
To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS
Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

ASTM International (ASTM) – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

Back Haul Charge – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Cetane – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

Contractor – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Delay Charge – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

Delivery – The act of transporting and offloading Fuel at a Customer's designated location or site.

Delivery Charge – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Ethanol – A renewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

Freight Charge – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

Fuel – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Octane – The rating of gasoline as a standard measure of the Fuel's ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel's anti-knock properties.

Order – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Pump Off Charge – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer's designated location or site using a pump, rather than relying on gravity or standard unloading methods.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Top Off Charge – To bring Fuel to the maximum tank level of 1,000 gallons or less.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

3. SCOPE OF WORK

3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
A	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
B	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
C	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
D	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
E	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
F	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

3.2 Pricing Elements for Purchase of Fuels
Prices will be calculated for each Fuel product using the following information:

3.2.1 Group A - Gasoline E10, Unleaded 87 Octane

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

3.2.6 Group F - Biodiesel Blend

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at https://www.dtn.com/refined-Fuels/wholesaler/fastracks/.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

3.3 Fuel Fees, Taxes, and Other Costs

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

3.4 Delivery to Customers

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

3.4.1 Delivery Requirements

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

NOTE: Gallons listed below may be converted to liters.

3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:

- 6,000 gallons for a Delivery of gasoline;
- 6,000 gallons for a Delivery of diesel; and
- 7,500 gallons for a combination load of gasoline and diesel.

3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.

3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.

3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.

3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.

3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.

3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

3.5 Invoices

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

3.5.1 At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

3.5.2 To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

4. WARRANTY

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

4.1 The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

4.2 If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;
4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and
4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

5. CUSTOMER SERVICE
The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

6. COMPLIANCE AND COMPATIBILITY
It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING
The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

8. RECALLED COMMODITIES
In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

9. REQUEST FOR QUOTES REQUIREMENT
Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

10. FINANCIAL CONSEQUENCES
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. 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 Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will 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 Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will 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 Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** 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.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor 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 Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 **Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 **Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 **Dispute Resolution Process.**

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term 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.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

State Term Contract

No. 15100000-25-STC
For
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

This State Term Contract No. 15100000-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Campbell Oil Company** ("Contractor") with its principal place of business located at 418 Peanut Rd. Elizabethtown, NC 28337; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 31, 2025, or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 30, 2028, unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. **Order of Precedence.**

   This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

   a. This contract document
   b. Exhibit A, Scope of Work
   c. Exhibit B, Enterprise Standard Terms and Conditions
   d. Exhibit C, Markup Sheet

Docusign Envelope ID: 48D8C351-B3ED-4163-8064-E078044332FE

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Heidi Danilko
Campbell Oil Company
418 Peanut Road
Elizabethtown, North Carolina 28337
Telephone: (910) 874-9876
Email: bids@campbelloilcompany.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C9471392949948 5...

Name: Pedro Allende
Title: Secretary
Date: 12/18/2025 | 10:18 AM EST

Contractor:
Campbell Oil Company

Signed by:
By: Heidi Danilko
A2EEACD36BF7429...

Name: Heidi Danilko
Title: Contract Manager
Date: 12/17/2025 | 9:28 AM EST

EXHIBIT A
SCOPE OF WORK

1. PURPOSE
To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS
Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of aconflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

ASTM International (ASTM) – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

Back Haul Charge – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Cetane – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

Contractor – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Delay Charge – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

Delivery – The act of transporting and offloading Fuel at a Customer's designated location or site.

Delivery Charge – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Ethanol – Arenewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

Freight Charge – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

Fuel – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Octane – The rating of gasoline as a standard measure of the Fuel's ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel's anti-knock properties.

Order – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Pump Off Charge – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer's designated location or site using a pump, rather than relying on gravity or standard unloading methods.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Top Off Charge – To bring Fuel to the maximum tank level of 1,000 gallons or less.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

3. SCOPE OF WORK

3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
A	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
B	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
C	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
D	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
E	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
F	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

3.2 Pricing Elements for Purchase of Fuels
Prices will be calculated for each Fuel product using the following information:

3.2.1 Group A - Gasoline E10, Unleaded 87 Octane

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

3.2.6 Group F - Biodiesel Blend

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at https://www.dtn.com/refined-Fuels/wholesaler/fastracks/.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

3.3 Fuel Fees, Taxes, and Other Costs

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

3.4 Delivery to Customers

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

3.4.1 Delivery Requirements

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

NOTE: Gallons listed below may be converted to liters.

3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:

- 6,000 gallons for a Delivery of gasoline;
- 6,000 gallons for a Delivery of diesel; and
- 7,500 gallons for a combination load of gasoline and diesel.

3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.

3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.

3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.

3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.

3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.

3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

3.5 Invoices

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

3.5.1 At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

3.5.2 To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

4. WARRANTY

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

4.1 The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

4.2 If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;
4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and
4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

5. CUSTOMER SERVICE
The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

6. COMPLIANCE AND COMPATIBILITY
It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING
The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Floridapunchoutcatalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

8. RECALLED COMMODITIES
In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

9. REQUEST FOR QUOTES REQUIREMENT
Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

10. FINANCIAL CONSEQUENCES
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. 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 Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will 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 Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will 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 Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** 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.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor 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 Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term 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.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract

No. 15100000-25-STC
For
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

This State Term Contract No. 15100000-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Pro Energy, LLC** ("Contractor") with its principal place of business located at 9780 NW 115th Way, Medley, Florida 33178; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 31, 2025 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 30, 2028 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. **Order of Precedence.**

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

a. This contract document
b. Exhibit A, Scope of Work
c. Exhibit B, Enterprise Standard Terms and Conditions
d. Exhibit C, Markup Sheet

Docusign Envelope ID: 9F7BDE70-8870-45D9-80AD-2A3B8670AEF3

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
CJ Cruz
Pro Energy, LLC
9780 NW 115th Way
Medley, Florida 33178
Telephone: (954) 661-6707
Email: cj@proenergy.us

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C947108294984405...

Name: Pedro Allende
Title: Secretary
Date: 12/18/2025 | 10:17 AM EST

Contractor:
Pro Energy, LLC

Signed by:
By: CJ Cruz
0C271AACB6D048A...

Name: CJ Cruz
Title: Contract Manager
Date: 12/16/2025 | 3:27 PM EST

EXHIBIT A
SCOPE OF WORK

1. PURPOSE
To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS
Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of aconflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

ASTM International (ASTM) – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

Back Haul Charge – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Cetane – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

Contractor – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Delay Charge – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

Delivery – The act of transporting and offloading Fuel at a Customer's designated location or site.

Delivery Charge – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Ethanol – Arenewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

Freight Charge – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

Fuel – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Octane – The rating of gasoline as a standard measure of the Fuel's ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel's anti-knock properties.

Order – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Pump Off Charge – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer's designated location or site using a pump, rather than relying on gravity or standard unloading methods.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Top Off Charge – To bring Fuel to the maximum tank level of 1,000 gallons or less.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

3. SCOPE OF WORK

3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
A	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
B	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
C	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
D	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
E	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
F	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

3.2 Pricing Elements for Purchase of Fuels
Prices will be calculated for each Fuel product using the following information:

3.2.1 Group A - Gasoline E10, Unleaded 87 Octane

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

3.2.6 Group F - Biodiesel Blend

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at https://www.dtn.com/refined-Fuels/wholesaler/fastracks/.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

3.3 Fuel Fees, Taxes, and Other Costs

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

3.4 Delivery to Customers

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

3.4.1 Delivery Requirements

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

NOTE: Gallons listed below may be converted to liters.

3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:

- 6,000 gallons for a Delivery of gasoline;
- 6,000 gallons for a Delivery of diesel; and
- 7,500 gallons for a combination load of gasoline and diesel.

3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.

3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.

3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.

3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.

3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.

3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

3.5 Invoices

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

3.5.1 At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

3.5.2 To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

4. WARRANTY

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

4.1 The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

4.2 If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;
4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and
4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

5. CUSTOMER SERVICE
The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

6. COMPLIANCE AND COMPATIBILITY
It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING
The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Floridapunchoutcatalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

8. RECALLED COMMODITIES
In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

9. REQUEST FOR QUOTES REQUIREMENT
Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

10. FINANCIAL CONSEQUENCES
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. 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 Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will 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 Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will 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 Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** 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.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor 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 Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 **Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 **Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 **Dispute Resolution Process.**

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term 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.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

ITB No: 25-15100000-ITBv2

Kristin Earley, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
850-487-0758
Kristin.Earley@dms.fl.gov

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.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1 INTRODUCTION 4

1.1 Timeline of Events 4

1.2 Definitions 4

1.3 Objective 6

1.4 Scope of Work 6

1.5 Term 6

1.6 Procurement Officer 6

1.7 Order of Precedence for Solicitation 7

1.8 Office of Supplier Development 7

1.9 Department's Rights to Reject Bids 7

2 THE ITB PROCESS 8

2.1 Question Submission 8

2.2 Addenda to the ITB 8

2.3 Public Opening 8

2.4 Special Accommodations 8

2.5 Mandatory Responsive Requirements 8

2.6 Preference to Florida Businesses 8

2.7 Equal Bids 9

2.8 Basis of Award 9

2.10 Electronic Posting of Notice of Intent to Award 10

2.11 Contract Formation 11

2.12 Other Requirements Following Award 11

2.12.1 Registration with the Florida Department of State 11

2.12.2 Florida Substitute Form W-9 11

2.12.3 PUR 7801 Vendor Certification Form 11

3 RESPONDING TO THE ITB 11

3.1 General Instructions 11

3.2 Special Instructions 11

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace 16

3.4 Modification or Withdrawal of Bid 18

3.5 Cost of Bid Preparation 18

3.6 Independent Preparation 18

3.7 False or Erroneous Information 18

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Bidders shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP and in the Business Network		September 22, 2025
Deadline to submit questions in the Business Network	2:00 PM	September 29, 2025
Anticipated date of posting Q&A on VIP and in the Business Network		October 6, 2025
Deadline to submit bid and all required documents in the Business Network	11:00 AM	October 20, 2025
Public meeting: Bid Opening Conference Call Number: 888-585-9008 Conference Call Room Number: 145-153-086 Department of Management Services 4055 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 171	2:30 PM	October 20, 2025
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		October 28, 2025
Anticipated Term Contract start date		Upon Execution

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a Bid to this ITB.

Business Day – Monday through Friday, inclusive, from 8:00 a.m. to 5:00 p.m. Eastern Time, except for those holidays specified in section 110.117, F.S.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations collaboration and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Customer – A State agency or Eligible User.

Delivery – The act of transporting and offloading Fuel at the Customer's designated location or site.

Department – The Department of Management Services, a State Agency.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Fuel – Any Fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this ITB as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in Attachment A, Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of Attachment A, Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided in the Attachment A, Scope of Work.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Bidder(s) resulting from this solicitation.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Vendor Information Portal (VIP) – The State of Florida's vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.3 Objective

The Department is issuing this ITB to establish a State Term Contract for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel, which will replace the Bulk Fuel, Gasoline and Diesel State Term Contract (No. 15100000-19-1). The Department intends to make multiple, statewide or regional awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by Region, or to make no award, as determined to be in the best interest of the State.

The current Bulk Fuel, Gasoline and Diesel State Term Contract (No. 15100000-19-1) has an average annual spend of $24,690,778. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Term Contract.

1.4 Scope of Work

Bidder(s) awarded a Term Contract under this ITB shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.5 Term

The term is as specified in the Attachment F, Draft Term Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Kristin Earley
Purchasing Analyst Supervisor, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Phone: 850-487-0758
Email: Kristin.Earley@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment C, Markup Sheet
d) Attachment D, Enterprise Standard Terms and Conditions
e) Attachment F, Draft Term Contract
f) This ITB document
g) Other ITB attachments

1.8 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDhelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.9 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Term Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this ITB do not in themselves constitute addenda to this ITB.

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Bidder's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bid or Bidder.

2.6 Preference to Florida Businesses

Pursuant to the requirements of section 287.084(1)(a), F.S., if the "lowest responsible and responsive Bid" is by a Bidder whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsive and responsible Bidder having a principal place of business within Florida, which preference is equal

to the preference granted by the state or political subdivision thereof in which the lowest responsive and responsible Bidder has its principal place of business.

If the lowest Bid is submitted by a Bidder whose principal place of business is located outside the State, and that state does not grant a preference in a competitive solicitation to Bidders having a principal place of business in that state, the lowest responsive and responsible Bidder having a principal place of business in this State will be granted a five percent preference.

If, pursuant to the Basis of Award section of this solicitation, the Department intends to award Term Contracts to multiple lowest responsive and responsible Bidders which includes Bidder(s) whose principal place of business is located outside of the State, then the Department will apply this preference to all responsive and responsible Bidders having a principal place of business within Florida.

Application of this preference will be accomplished by assessing the applicable percentage to the Calculated Markup of the lowest responsive and responsible Bidder(s) whose principal place of business is located within Florida such that the preference is provided to all responsive and responsible Bidder(s) having a principal place of business within Florida. In other words, the applicable percentage will be applied to the responsive and responsible Bidder(s) having a principal place of business within Florida and the resulting amount subtracted from such Bidder(s)' Calculated Markup.

All Bidders must submit a completed Attachment G, Principal Place of Business Letter, with the Bid submittal.

2.7 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.8 Basis of Award

The Groups of Bulk Fuel are identified below and in Attachment A, Scope of Work:

- Group A - Gasoline E10, Unleaded 87 Octane
- Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur
- Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur
- Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)
- Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive
- Group F - Biodiesel Blend

A Term Contract will be awarded to the responsible and responsive Bidder(s) with the lowest Calculated Markup for each Fuel (Groups A - F) and Delivery type (Transport, Non-Transport of 1,000 – 5,999 gallons, and Non-Transport of 250 – 999 gallons) in each of the four Regions, as shown in Attachment C, Markup Sheet. The Department may issue up to five awards for each Delivery type within each Group in each of the four Regions as described in Attachment C, Markup Sheet. All Bidders must respond to the initial and renewal term to the Region, Group, and Delivery type to which they intend to provide Fuel. Bidders are not required to respond to

each Region, only to the Region in which they intend to provide Fuel. Bidders are not required to respond to each Group, only to the Group(s) in which they intend to provide Fuel. Bidders are also not required to respond to each Delivery type, only the Delivery type in which they intend to provide Fuel.

2.9.1 Transport Delivery

For Transport Delivery Bids, the Bidder's Calculated Markup for each Fuel product will be calculated on the Attachment C, Markup Sheet using the following formula:

$(T^I \times 0.54) + (A^I \times 0.06) + (T^R \times 0.36) + (A^R \times 0.04) = Z$

Where:
T^I = Sum of Initial Term Markup
A^I = Sum of Initial Term Allowable Charges for "Transport Delivery and Non-Transport Delivery" and "Transport Delivery Only"
T^R = Sum of Renewal Term Markup
A^R = Sum of Renewal Term Allowable Charges for "Transport Delivery and Non-Transport Delivery" and "Transport Delivery Only"
Z = Bidder's Calculated Markup

2.9.2 Non-Transport Delivery

For Non-Transport Delivery Bids, the Bidder's Calculated Markup for each Fuel product will be calculated on the Attachment C, Markup Sheet using the following formula:

$(N^I \times 0.54) + (B^I \times 0.06) + (N^R \times 0.36) + (B^R \times 0.04) = Z$

Where:
N^I = Sum of Initial Term Markup
B^I = Sum of Initial Term Allowable Charges for "Transport Delivery and Non-Transport Delivery"
N^R = Sum of Renewal Term Markup
B^R = Sum of Renewal Term Allowable Charges for "Transport Delivery and Non-Transport Delivery"
Z = Bidder's Calculated Markup

(Each line item shall be awarded independently for the following Delivery types: (i) Non-Transport Delivery of 250–999 gallons and (ii) Non-Transport Delivery of 1,000–5,999 gallons.)

As shown above, the Department will consider the total cost for each year of the Term Contract, including renewal years, as submitted by the Bidder. The Department reserves the right to award multiple Term Contracts or to award Term Contract(s) for all or part of the work contemplated by this solicitation. The Department reserves the right to reject all Bids. The Department reserves the right to award Term Contract(s) to the next lowest responsive Bid(s) from responsive and responsible Bidder(s) to this solicitation if the Department cannot execute a Term Contract with a Bidder previously awarded a Term Contract.

2.10 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this ITB. The Notice of Intent to Award will

remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.11 Contract Formation

The Department may issue a Notice of Intent to Award to award Term Contract(s) to successful Bidder(s). The award does not imply execution of a Term Contract. No contract shall be formed between a Bidder and the Department until both parties sign the Term Contract. The Department shall not be liable for any work performed before the Term Contract is effective.

The Department intends to enter into the Term Contract(s) with Bidder(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Term Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.12 Other Requirements Following Award

2.12.1 Registration with the Florida Department of State

If awarded a Term Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Term Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.12.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.12.3 PUR 7801 Vendor Certification Form

It is the responsibility of the awarded Bidder to provide a completed Attachment E, PUR 7801 Vendor Certification Form prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed Attachment E, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Bids. Bids shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response or hyperlinked therein. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., 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.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., 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 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.

d. Forced Labor Vendor List.
Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
    - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
g. The products and services offered by the Bidder conform to the specifications contained herein without exception.

h. The Bidder has read and understands the terms and conditions listed in the Draft Term Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Term Contract.
j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Term Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor meet the Term Contract requirements. Vendor shall at all times during the Term Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Term Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product Bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Term Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Term Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Term Contract requirements.

14. Firm Response. The Department intends to make an award within 60 days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within 60 days, the Bid shall remain firm until the Department enters into a Term Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Bidder fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Bidder fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Bidder may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Bidder has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Bidder of the request and the Bidder may have up to ten (10) Business Days from the date of the notice to provide a Bidder-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. The notice will provide that if the Bidder seeks to protect the Bidder-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Bidder shall provide written notice to the Department of any cause of action filed. If the Bidder fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar

process), unless otherwise prohibited by law, the Department will give the Bidder notice of the demand or request prior to disclosing any Confidential Information to allow the Bidder to seek a protective order or other appropriate relief at the Bidder's sole discretion and expense. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Bidder's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Bidder's redacted Confidential Information, the Bidder shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Bidder fails to continuously undertake the defense or settlement of such claim or if the Bidder and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Bidder shall be bound by any defense or settlement the Department may make as to such claim, and the Bidder agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Bidder's Confidential Information. The Department will also be entitled to join the Bidder in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To Participate in this solicitation, a Vendor must:

a) Create an account through VIP at https://vendor.myfloridamarketplace.com if not already registered. For information on how to register in VIP, access MFMP training materials using the link in MFMP Training section below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."

c) The Vendor's solicitation contact as listed in Vendor's VIP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click **"**Register**"** to complete the registration process.

   1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.

b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list**.**

c) Review the "Events" list for the title of this solicitation's sourcing event.

   1) The sourcing event will be displayed in the "Open" status.

      A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

      - Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation
      - Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP
      - Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of steps which must completed before a Vendor can respond to this solicitation, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in MFMP Training section below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.3.2 MFMP Training

MFMP University offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_u_for_vendors to access the MFMP Vendor Guide for information on VIP registration, Commodity Codes, and responding to solicitations in the Business Network.

3.3.3. MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid in the Business Network at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section.

3.5 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation

A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the Bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.7 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Term Contract. If the Bidder's Bid is found to contain false or erroneous information after Term Contract award, the Term Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS

Attachment A, Scope of Work
Attachment B, Mandatory Responsive Requirements

Attachment C, Markup Sheet
Attachment D, Enterprise Standard Terms and Conditions
Attachment E, PUR 7801 Vendor Certification Form
Attachment F, Draft Term Contract
Attachment G, Principal Place of Business Letter
Attachment H, Certification of Drug Free Workplace
Attachment I, PUR 2023, Provision of Commodities Produced by Forced Labor

Required Documents to be submitted by Bidder prior to ITB opening
Completed Attachment B, Mandatory Responsive Requirements
Completed Attachment C, Markup Sheet
Completed Attachment G, Principal Place of Business Letter
Completed Attachment I, PUR 2023 Provision of Commodities Produced by Forced Labor

Optional Documents to be submitted by Bidder prior to ITB opening
Completed Attachment H, Certification of Drug Free Workplace (if applicable)

Exhibit C - Markup Sheet (Southern Region)

State Term Contract No. 15100000-25-STC for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

Vendor Name	
Petroleum Traders Corporation	

	Initial Term Price Per Gallon	Renewal Term Price Per Gallon
Group A - Gasoline E10, Unleaded 87 Octane		
Transport Delivery (6,000 - 8,500 gallons)	$ (0.03)	$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.63	$ 0.63
Non-Transport Delivery (250 - 999 gallons)	$ 0.68	$ 0.68
Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.03)	$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.63	$ 0.63
Non-Transport Delivery (250 - 999 gallons)	$ 0.68	$ 0.68
Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.03)	$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.63	$ 0.63
Non-Transport Delivery (250 - 999 gallons)	$ 0.68	$ 0.68
Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.01)	$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.65	$ 0.65
Non-Transport Delivery (250 - 999 gallons)	$ 0.70	$ 0.70
Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.01)	$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.65	$ 0.65
Non-Transport Delivery (250 - 999 gallons)	$ 0.70	$ 0.70
Group F - Biodiesel Blend		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

Allowable Charges for Transport Delivery and Non-Transport Delivery	Initial Term	Renewal Term
Delivery Charge (per gallon)	$ 0.07	$ 0.07
Delay Charge (per 30 minutes)	$ -	$ -
Back Haul Charge (per gallon)	$ 0.05	$ 0.05
Top Off Charge (flat rate, not to exceed)	$ -	$ -

Allowable Charges for Transport Delivery Only	Initial Term	Renewal Term
Freight Charge (flat rate, not to exceed)	$ -	$ -
Pump Off Charge (per delivery, not to exceed)	$ -	$ -

Operation / Location	Product	Vendor	Vendor Status	Procurement Role	Typical Delivery (Gal.)	Current Palmdale Margin Low	Current Palmdale Margin High	Vendor Contract Margin	Possible Unit Savings Low	Possible Unit Savings High	Possible Savings Per Delivery
Public Works Fleet	E-10 Gasoline	Palmdale Oil	Current Vendor	Current Source	3,000	$0.66	$0.70	$0.68	$0.00	$0.00	Baseline
Public Works Fleet	E-10 Gasoline	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	3,000	$0.66	$0.70	$0.28	$0.38	$0.42	$1,140 to $1,260
Public Works Fleet	E-10 Gasoline	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	3,000	$0.66	$0.70	$0.70	-$0.04	$0.00	Increase $120 to $0
Public Works Fleet	E-10 Gasoline	Campbell Oil Company	Proposed Vendor	Emergency / Tertiary Source	3,000	$0.66	$0.70	$0.66	$0.00	$0.04	$0 to $120
Public Works Fleet	Clear ULSD Diesel	Palmdale Oil	Current Vendor	Current Source	3,500	$0.66	$0.70	$0.68	$0.00	$0.00	Baseline
Public Works Fleet	Clear ULSD Diesel	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	3,500	$0.66	$0.70	$0.28	$0.38	$0.42	$1,330 to $1,470
Public Works Fleet	Clear ULSD Diesel	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	3,500	$0.66	$0.70	$0.70	-$0.04	$0.00	Increase $140 to $0
Public Works Fleet	Clear ULSD Diesel	Campbell Oil Company	Proposed Vendor	Emergency / Tertiary Source	3,500	$0.66	$0.70	$0.66	$0.00	$0.04	$0 to $140
Harbor Marina	Rec 90 Marine Gasoline	Palmdale Oil	Current Vendor	Current Source	2,500	$0.66	$0.72	$0.69	$0.00	$0.00	Baseline
Harbor Marina	Rec 90 Marine Gasoline	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	2,500	$0.66	$0.72	$0.08	$0.58	$0.64	$1,450 to $1,600
Harbor Marina	Rec 90 Marine Gasoline	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	2,500	$0.66	$0.72	$0.72	-$0.06	$0.00	Increase $150 to $0
Harbor Marina	Dyed Marine Diesel w/ Biocide	Palmdale Oil	Current Vendor	Current Source	3,500	$0.68	$0.72	$0.70	$0.00	$0.00	Baseline
Harbor Marina	Dyed Marine Diesel w/ Biocide	Petroleum Traders Corp.	Proposed Vendor	Primary / Awarded Marine Diesel Source	3,500	$0.68	$0.72	$0.72	-$0.04	$0.00	Increase $140 to $0

Primary Vendor and Additional Fuel Supply Agreements

Based on staff's review of the available State Term Contract pricing, product availability, historical Town consumption, and operational requirements, **Pro Energy, LLC is recommended as the Town's primary vendor for routine purchases of Public Works fleet gasoline, clear ultra-low sulfur diesel, and Harbor Marina Rec 90 gasoline**.

Pro Energy provides the most favorable reviewed contractual pricing for these commodities. Its lower markup and delivery costs are expected to provide measurable recurring savings compared with the Town's current purchasing arrangement while continuing to meet normal operational fuel requirements.

The Town is also proposing contractual agreements with **Petroleum Traders Corporation and Campbell Oil Company**. These additional agreements are not intended to divide routine purchases equally among vendors. Rather, they establish alternate sources of supply to strengthen the Town's fuel procurement resiliency and continuity-of-operations capabilities.

Petroleum Traders Corporation would serve as the primary source for **dyed marine diesel with biocide**, for which it is the applicable awarded vendor identified through the State Term Contract analysis. Petroleum Traders would also provide a secondary or emergency source for other eligible fuel commodities when the primary supplier cannot meet the Town's requirements.

Campbell Oil Company would be maintained primarily as an **emergency and tertiary fuel source** for eligible commodities. Although Campbell's routine pricing is generally higher than Pro Energy's, establishing the agreement in advance gives the Town another immediately available contractual source during emergencies, supply disruptions, vendor allocation restrictions, or other circumstances affecting normal fuel availability.

From an emergency management and Public Works operational perspective, maintaining multiple pre-established fuel suppliers is an important continuity-of-operations measure. The Town's sanitation vehicles, stormwater equipment, emergency generators, Public Works fleet, Marina operations, and other essential municipal services depend upon uninterrupted access to fuel. During hurricanes and other regional emergencies, fuel suppliers may experience terminal closures, transportation limitations, delivery delays, inventory shortages, or customer allocation restrictions.

Relying upon a single supplier creates an avoidable operational vulnerability. Establishing multiple contracts before an emergency allows staff to transition to an alternate approved supplier without initiating a new procurement process during an emergency.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 97-10-26 - Agreement (Piggyback) - Bulk Fuel, Gasoline, Diesel, Marine and Biodiesel - Campbell Oil Company

Agenda Category: New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: TBD **Funding Source:** General Fund/Marina Fund

Account Number: 001-141.100 & 001-141.200/ 401-141.200 & 401-141.201 **Finance Signature:** Barbara Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments:
- Resolution 97-10-26
- Agreement between the Town of Lake Park and Campbell Oil Company
- Exhibit A – Florida Department of Management Services State Term Contract No. 15100000-25-STC For Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel with Campbell Oil Company.
- Exhibit B – The State of Florida Department of Management Services Invitation to Bid (ITB) Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel ITB No. 25-15100000-ITBv2
- Exhibit C – Markup Sheet for Petroleum Traders (Southern Region)
- Campbell Oil Company - Customer Setup Forms

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department requests the Town Commission's consideration to enter into an Agreement with Campbell Oil Company to provide a reliable and uninterrupted bulk fuel supply of gasoline, diesel, marine, and biodiesel to support Town operations, including sanitation collection, stormwater and

roadway maintenance, parks services, fleet operations, marina operations and sales, as well as emergency response.

Note: The proposed Agreement would ensure that the Town purchases all fuel in a manner that is competitively solicited and in accordance with the Town's procurement policy and state law. To date, the Town has not maintained a contract with the current fuel vendor (although the Town was provided with pricing that appears to be competitively solicited by Palm Beach County), which is not in compliance with the Town's procurement policies and state law. This issue was identified early in 2025 and the PBC Inspector General's Office (IG) will be notified of this issue along with the Town's efforts to resolve the non-compliance issue.

To ensure the lowest price possible, staff is recommending that the Town piggyback off the current Florida Department of Management Services (FDMS) State Term Contract, which was awarded to Petroleum Traders Corporation through a competitive selection process (Contract No. 15100000-25-STC), for the purchase and delivery of bulk gasoline, diesel, marine fuel, and biodiesel, as needed.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk's Office, including Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC and published addenda, as required.

The proposed piggyback Agreement with Campbell Oil Company, would establish a direct, independent procurement mechanism for future bulk-fuel deliveries; expand fuel-source flexibility; support continuity of operations and emergency readiness; and provide access to competitively established statewide pricing, terms, and conditions.

Note: The Town and Palm Beach County (since 2017) have maintained an intergovernmental arrangement for fuel-management services and reciprocal use of fueling facilities [Palm Beach County Agreement No. R2017-0723 – 2017 & First (Renewal) Amendment No. R2022-0189 – January 8, 2022, to January 8, 2027]. Although this agreement enables the Town and PBC staff, including PBSO, to fuel at both entities' facilities (and provide payment back to the provider agency), it does not authorize the purchase and delivery of various types of bulk fuels (including fuel utilized and sold at the Town's Marina and Public Works facilities) from a petroleum vendor for the Town's facilities nor did the Town Commission approve a separate and distinct agreement for these types of purchases.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contracts of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made, provided that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with a proven record of performance and technical expertise. Furthermore, piggybacking on this agreement will accelerate project mobilization, support cost control, and ensure compliance with state and local procurement requirements.

If approved, the Town Commission would accept Campbell Oil Company's pricing by piggybacking on the Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC,

including all terms, conditions, and pricing therein. The proposed Agreement would expire on December 30, 2028, and be for a little more than two (2) years with no renewal options. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed pricing for each of the various types of fuel that are offered within this Agreement will be dependent upon market pricing, and the markup to the Town will be defined by the approved markup amounts within the approved Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC.

Funding to support these fuel purchases is provided within the current FY 2027 Budget – Various Funds, including the Town's Marina and Public Works Department Funds.

The proposed Agreement was developed by the Public Works Director and the Operations Manager and reviewed by the proposed fuel vendor, Campbell Oil Company, the Marina Director, the Finance Director and the Town Attorney.

The Town has not previously worked with the proposed vendor; however, staff confirmed with various local governments that they have a record of dependable delivery, fuel quality compliance and responsive customer service.

Recommended Motion:
I move to adopt Resolution 97-10-26 and authorize a piggyback Agreement with Campbell Oil Company for the purchase and delivery of bulk fuel, gasoline, diesel, marine and biodiesel; and authorize the Mayor to execute the Agreement.

RESOLUTION 97-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL WITH CAMPBELL OIL COMPANY; ESTABLISHING A THREE-YEAR TERM WITH NO RENEWALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (Town) requires bulk fuel, gasoline, diesel, marine fuel, and biodiesel services to support Town operations; and

WHEREAS, the Florida Department of Management Services competitively solicited these services pursuant to Invitation to Bid No. 25-15100000-ITBv2; and

WHEREAS, the Florida Department of Management Services awarded Campbell Oil Company a contract under State Term Contract No. 15100000-25-STC; and

WHEREAS, State Term Contract No. 15100000-25-STC permits eligible governmental entities to purchase applicable services based upon the competitively established terms, services, and pricing; and

WHEREAS, the Town has reviewed the services and pricing available from Campbell Oil Company and determined that they meet the Town's operational requirements; and

WHEREAS, the Town has determined that cooperative purchasing under the Florida Department of Management Services contract is appropriate and consistent with Florida law and the Town's procurement regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute the Piggyback Agreement between the Town of Lake Park and Campbell Oil Company for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services.

Section 3: The Agreement shall have a three-year term commencing on the date the Town Commission approves the Agreement, with no renewal or automatic-extension options. Purchases shall be made on an as-needed basis, subject to approved budget appropriations and the applicable terms and pricing available under State Term Contract No. 15100000-25-STC.

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

CONTRACT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL SERVICES

This agreement for bulk fuel, gasoline, diesel, marine, and biodiesel services (the "Agreement") is made and entered into by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Campbell Oil Company, 418 Peanut Road Elizabethtown, North Carolina 28337 ("Contractor") (collectively referred to as the "parties").

WITNESSETH THAT

WHEREAS, the Town is a municipality and is given those powers and responsibilities enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining an uninterrupted fuel supply to support Town operations; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town may enter into contracts for the cooperative purchase of certain goods, products or services when a contract has been subjected to a competitive procurement solicitation by another governmental entity; and

WHEREAS, the Contractor entered into State Term Contract No. 15100000-25-STC with the Florida Department of Management Services for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services; and

WHEREAS, the Town desires to utilize the competitively established terms, services, and pricing available to the Town through State Term Contract No. 15100000-25-STC (the State Contract) for the same or similar products, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Town would like to purchase unleaded gasoline and diesel fuel on an as-needed basis, as well as during emergency situations or events, from the Contractor; and

WHEREAS, pursuant to the Florida Department of Management Services contract, the Contractor has agreed to offer eligible governmental entities the same products at the same pricing as reflected in the State Contract .

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

1. The above stated recitals are incorporated herein.
2. The terms and pricing of the State Contract are incorporated herein.
3. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
    a. Keep and maintain public records required by the Town to perform the services that are the subject of this Contract.
    b. Upon request of the Town, provide any such public records.
    c. Ensure that public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement and

following completion of this Contract if the Contractor does not transfer the records that are part of this Contract to the Town.

d. Upon completion of the term of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in this Agreement. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

3. The Contractor affirms and ratifies the applicable terms, pricing, and conditions of Florida Department of Management Services State Term Contract No. 15100000-25-STC and agrees to provide the Town the same applicable services based upon those terms, conditions, and pricing for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services.

4. The Town agrees to pay for services ordered from the Contractor based upon the applicable pricing, terms, and conditions available under State Term Contract No. 15100000-25-STC, subject to lawful appropriations and authorized Town purchases.

5. Except as expressly supplemented by this Contract, the applicable terms and conditions of State Term Contract No. 15100000-25-STC are incorporated herein by reference.

6. The term of this Contract shall commence on September 16, 2026 and shall remain in effect until the expiration of the Originating Contract on December 30, 2028. The commencement date of the underlying State Term Contract does not determine the commencement date of this Agreement. Purchases under this Agreement remain subject to the continued legal availability of the applicable State Contract pricing, terms, and conditions.

7. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

8. Notices to the Contractor shall be sent to Campbell Oil Company at 418 Peanut Road Elizabethtown, North Carolina 28337, or to such other address as the Contractor designates in writing. Notices to the Town shall be given to: Town of Lake Park, Attn: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

9. If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date approved by the Town Commission and the dates of execution below.

ATTEST: **TOWN OF LAKE PARK**

By: _____
Vivian Mendez, Town Clerk

By: _____
Rodger Michaud, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Campbell Oil Company:

By: _____

Its: VP- Commercial Fuels

Printed Name: Joseph Jurczak

STATE OF NC

COUNTY OF Brunswick

The foregoing instrument was acknowledged before me this 31st day of August, 2026, by Joseph Jurczak, as VP- Commercial Fuels of Campbell Oil Company, who is personally known to me or has produced personally known as identification.

(NOTARY SEAL)

_____

Notary Public, State of NC

#8231670 v1 26500-00001

HEIDI JO DANILKO
COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 7, 2030
BRUNSWICK COUNTY, N.C.

State Term Contract

No. 15100000-25-STC
For
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

This State Term Contract No. 15100000-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Campbell Oil Company** ("Contractor") with its principal place of business located at 418 Peanut Rd. Elizabethtown, NC 28337; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 31, 2025, or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 30, 2028, unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. **Order of Precedence.**

   This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

   a. This contract document
   b. Exhibit A, Scope of Work
   c. Exhibit B, Enterprise Standard Terms and Conditions
   d. Exhibit C, Markup Sheet

Docusign Envelope ID: 48D8C351-B3ED-4163-8064-E078044332FE

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Heidi Danilko
Campbell Oil Company
418 Peanut Road
Elizabethtown, North Carolina 28337
Telephone: (910) 874-9876
Email: bids@campbelloilcompany.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C9471392949948 5...

Name: Pedro Allende
Title: Secretary
Date: 12/18/2025 | 10:18 AM EST

Contractor:
Campbell Oil Company

Signed by:
By: Heidi Danilko
A2EEACD36BF7429...

Name: Heidi Danilko
Title: Contract Manager
Date: 12/17/2025 | 9:28 AM EST

EXHIBIT A
SCOPE OF WORK

1. PURPOSE
To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS
Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of aconflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

ASTM International (ASTM) – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

Back Haul Charge – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Cetane – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

Contractor – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Delay Charge – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

Delivery – The act of transporting and offloading Fuel at a Customer's designated location or site.

Delivery Charge – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Ethanol – Arenewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

Freight Charge – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

Fuel – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Octane – The rating of gasoline as a standard measure of the Fuel's ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel's anti-knock properties.

Order – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Pump Off Charge – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer's designated location or site using a pump, rather than relying on gravity or standard unloading methods.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Top Off Charge – To bring Fuel to the maximum tank level of 1,000 gallons or less.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

3. SCOPE OF WORK

3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
A	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
B	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
C	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
D	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
E	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
F	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

3.2 Pricing Elements for Purchase of Fuels
Prices will be calculated for each Fuel product using the following information:

3.2.1 Group A - Gasoline E10, Unleaded 87 Octane

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

3.2.6 Group F - Biodiesel Blend

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at https://www.dtn.com/refined-Fuels/wholesaler/fastracks/.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

3.3 Fuel Fees, Taxes, and Other Costs

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

3.4 Delivery to Customers

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

3.4.1 Delivery Requirements

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

NOTE: Gallons listed below may be converted to liters.

3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:

- 6,000 gallons for a Delivery of gasoline;
- 6,000 gallons for a Delivery of diesel; and
- 7,500 gallons for a combination load of gasoline and diesel.

3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.

3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.

3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.

3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.

3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.

3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

3.5 Invoices

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

3.5.1 At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

3.5.2 To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

4. WARRANTY

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

4.1 The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

4.2 If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;
4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and
4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

5. CUSTOMER SERVICE
The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

6. COMPLIANCE AND COMPATIBILITY
It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING
The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Floridapunchoutcatalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

8. RECALLED COMMODITIES
In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

9. REQUEST FOR QUOTES REQUIREMENT
Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

10. FINANCIAL CONSEQUENCES
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. 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 Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will 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 Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will 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 Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** 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.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor 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 Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term 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.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

ITB No: 25-15100000-ITBv2

Kristin Earley, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
850-487-0758
Kristin.Earley@dms.fl.gov

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.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1 INTRODUCTION 4

1.1 Timeline of Events 4

1.2 Definitions 4

1.3 Objective 6

1.4 Scope of Work 6

1.5 Term 6

1.6 Procurement Officer 6

1.7 Order of Precedence for Solicitation 7

1.8 Office of Supplier Development 7

1.9 Department's Rights to Reject Bids 7

2 THE ITB PROCESS 8

2.1 Question Submission 8

2.2 Addenda to the ITB 8

2.3 Public Opening 8

2.4 Special Accommodations 8

2.5 Mandatory Responsive Requirements 8

2.6 Preference to Florida Businesses 8

2.7 Equal Bids 9

2.8 Basis of Award 9

2.10 Electronic Posting of Notice of Intent to Award 10

2.11 Contract Formation 11

2.12 Other Requirements Following Award 11

2.12.1 Registration with the Florida Department of State 11

2.12.2 Florida Substitute Form W-9 11

2.12.3 PUR 7801 Vendor Certification Form 11

3 RESPONDING TO THE ITB 11

3.1 General Instructions 11

3.2 Special Instructions 11

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace 16

3.4 Modification or Withdrawal of Bid 18

3.5 Cost of Bid Preparation 18

3.6 Independent Preparation 18

3.7 False or Erroneous Information 18

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Bidders shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP and in the Business Network		September 22, 2025
Deadline to submit questions in the Business Network	2:00 PM	September 29, 2025
Anticipated date of posting Q&A on VIP and in the Business Network		October 6, 2025
Deadline to submit bid and all required documents in the Business Network	11:00 AM	October 20, 2025
Public meeting: Bid Opening Conference Call Number: 888-585-9008 Conference Call Room Number: 145-153-086 Department of Management Services 4055 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 171	2:30 PM	October 20, 2025
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		October 28, 2025
Anticipated Term Contract start date		Upon Execution

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a Bid to this ITB.

Business Day – Monday through Friday, inclusive, from 8:00 a.m. to 5:00 p.m. Eastern Time, except for those holidays specified in section 110.117, F.S.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations collaboration and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Customer – A State agency or Eligible User.

Delivery – The act of transporting and offloading Fuel at the Customer's designated location or site.

Department – The Department of Management Services, a State Agency.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Fuel – Any Fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this ITB as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in Attachment A, Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of Attachment A, Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided in the Attachment A, Scope of Work.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Bidder(s) resulting from this solicitation.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Vendor Information Portal (VIP) – The State of Florida's vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.3 Objective

The Department is issuing this ITB to establish a State Term Contract for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel, which will replace the Bulk Fuel, Gasoline and Diesel State Term Contract (No. 15100000-19-1). The Department intends to make multiple, statewide or regional awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by Region, or to make no award, as determined to be in the best interest of the State.

The current Bulk Fuel, Gasoline and Diesel State Term Contract (No. 15100000-19-1) has an average annual spend of $24,690,778. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Term Contract.

1.4 Scope of Work

Bidder(s) awarded a Term Contract under this ITB shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.5 Term

The term is as specified in the Attachment F, Draft Term Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Kristin Earley
Purchasing Analyst Supervisor, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Phone: 850-487-0758
Email: Kristin.Earley@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment C, Markup Sheet
d) Attachment D, Enterprise Standard Terms and Conditions
e) Attachment F, Draft Term Contract
f) This ITB document
g) Other ITB attachments

1.8 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDhelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.9 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Term Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this ITB do not in themselves constitute addenda to this ITB.

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Bidder's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bid or Bidder.

2.6 Preference to Florida Businesses

Pursuant to the requirements of section 287.084(1)(a), F.S., if the "lowest responsible and responsive Bid" is by a Bidder whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsive and responsible Bidder having a principal place of business within Florida, which preference is equal

to the preference granted by the state or political subdivision thereof in which the lowest responsive and responsible Bidder has its principal place of business.

If the lowest Bid is submitted by a Bidder whose principal place of business is located outside the State, and that state does not grant a preference in a competitive solicitation to Bidders having a principal place of business in that state, the lowest responsive and responsible Bidder having a principal place of business in this State will be granted a five percent preference.

If, pursuant to the Basis of Award section of this solicitation, the Department intends to award Term Contracts to multiple lowest responsive and responsible Bidders which includes Bidder(s) whose principal place of business is located outside of the State, then the Department will apply this preference to all responsive and responsible Bidders having a principal place of business within Florida.

Application of this preference will be accomplished by assessing the applicable percentage to the Calculated Markup of the lowest responsive and responsible Bidder(s) whose principal place of business is located within Florida such that the preference is provided to all responsive and responsible Bidder(s) having a principal place of business within Florida. In other words, the applicable percentage will be applied to the responsive and responsible Bidder(s) having a principal place of business within Florida and the resulting amount subtracted from such Bidder(s)' Calculated Markup.

All Bidders must submit a completed Attachment G, Principal Place of Business Letter, with the Bid submittal.

2.7 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.8 Basis of Award

The Groups of Bulk Fuel are identified below and in Attachment A, Scope of Work:

- Group A - Gasoline E10, Unleaded 87 Octane
- Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur
- Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur
- Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)
- Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive
- Group F - Biodiesel Blend

A Term Contract will be awarded to the responsible and responsive Bidder(s) with the lowest Calculated Markup for each Fuel (Groups A - F) and Delivery type (Transport, Non-Transport of 1,000 – 5,999 gallons, and Non-Transport of 250 – 999 gallons) in each of the four Regions, as shown in Attachment C, Markup Sheet. The Department may issue up to five awards for each Delivery type within each Group in each of the four Regions as described in Attachment C, Markup Sheet. All Bidders must respond to the initial and renewal term to the Region, Group, and Delivery type to which they intend to provide Fuel. Bidders are not required to respond to

each Region, only to the Region in which they intend to provide Fuel. Bidders are not required to respond to each Group, only to the Group(s) in which they intend to provide Fuel. Bidders are also not required to respond to each Delivery type, only the Delivery type in which they intend to provide Fuel.

2.9.1 Transport Delivery

For Transport Delivery Bids, the Bidder's Calculated Markup for each Fuel product will be calculated on the Attachment C, Markup Sheet using the following formula:

$(T^I \times 0.54) + (A^I \times 0.06) + (T^R \times 0.36) + (A^R \times 0.04) = Z$

Where:
T^I = Sum of Initial Term Markup
A^I = Sum of Initial Term Allowable Charges for "Transport Delivery and Non-Transport Delivery" and "Transport Delivery Only"
T^R = Sum of Renewal Term Markup
A^R = Sum of Renewal Term Allowable Charges for "Transport Delivery and Non-Transport Delivery" and "Transport Delivery Only"
Z = Bidder's Calculated Markup

2.9.2 Non-Transport Delivery

For Non-Transport Delivery Bids, the Bidder's Calculated Markup for each Fuel product will be calculated on the Attachment C, Markup Sheet using the following formula:

$(N^I \times 0.54) + (B^I \times 0.06) + (N^R \times 0.36) + (B^R \times 0.04) = Z$

Where:
N^I = Sum of Initial Term Markup
B^I = Sum of Initial Term Allowable Charges for "Transport Delivery and Non-Transport Delivery"
N^R = Sum of Renewal Term Markup
B^R = Sum of Renewal Term Allowable Charges for "Transport Delivery and Non-Transport Delivery"
Z = Bidder's Calculated Markup

(Each line item shall be awarded independently for the following Delivery types: (i) Non-Transport Delivery of 250–999 gallons and (ii) Non-Transport Delivery of 1,000–5,999 gallons.)

As shown above, the Department will consider the total cost for each year of the Term Contract, including renewal years, as submitted by the Bidder. The Department reserves the right to award multiple Term Contracts or to award Term Contract(s) for all or part of the work contemplated by this solicitation. The Department reserves the right to reject all Bids. The Department reserves the right to award Term Contract(s) to the next lowest responsive Bid(s) from responsive and responsible Bidder(s) to this solicitation if the Department cannot execute a Term Contract with a Bidder previously awarded a Term Contract.

2.10 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this ITB. The Notice of Intent to Award will

remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.11 Contract Formation

The Department may issue a Notice of Intent to Award to award Term Contract(s) to successful Bidder(s). The award does not imply execution of a Term Contract. No contract shall be formed between a Bidder and the Department until both parties sign the Term Contract. The Department shall not be liable for any work performed before the Term Contract is effective.

The Department intends to enter into the Term Contract(s) with Bidder(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Term Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.12 Other Requirements Following Award

2.12.1 Registration with the Florida Department of State

If awarded a Term Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Term Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.12.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.12.3 PUR 7801 Vendor Certification Form

It is the responsibility of the awarded Bidder to provide a completed Attachment E, PUR 7801 Vendor Certification Form prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed Attachment E, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Bids. Bids shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response or hyperlinked therein. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., 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.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., 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 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.

d. Forced Labor Vendor List.
Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
    - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
g. The products and services offered by the Bidder conform to the specifications contained herein without exception.

h. The Bidder has read and understands the terms and conditions listed in the Draft Term Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Term Contract.
j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Term Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor meet the Term Contract requirements. Vendor shall at all times during the Term Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Term Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product Bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Term Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Term Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Term Contract requirements.

14. Firm Response. The Department intends to make an award within 60 days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within 60 days, the Bid shall remain firm until the Department enters into a Term Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Bidder fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Bidder fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Bidder may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Bidder has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Bidder of the request and the Bidder may have up to ten (10) Business Days from the date of the notice to provide a Bidder-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. The notice will provide that if the Bidder seeks to protect the Bidder-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Bidder shall provide written notice to the Department of any cause of action filed. If the Bidder fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar

process), unless otherwise prohibited by law, the Department will give the Bidder notice of the demand or request prior to disclosing any Confidential Information to allow the Bidder to seek a protective order or other appropriate relief at the Bidder's sole discretion and expense. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Bidder's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Bidder's redacted Confidential Information, the Bidder shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Bidder fails to continuously undertake the defense or settlement of such claim or if the Bidder and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Bidder shall be bound by any defense or settlement the Department may make as to such claim, and the Bidder agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Bidder's Confidential Information. The Department will also be entitled to join the Bidder in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To Participate in this solicitation, a Vendor must:

a) Create an account through VIP at https://vendor.myfloridamarketplace.com if not already registered. For information on how to register in VIP, access MFMP training materials using the link in MFMP Training section below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."

c) The Vendor's solicitation contact as listed in Vendor's VIP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click **"**Register**"** to complete the registration process.

   1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.

b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list**.**

c) Review the "Events" list for the title of this solicitation's sourcing event.

   1) The sourcing event will be displayed in the "Open" status.

      A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

      - Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation
      - Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP
      - Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of steps which must completed before a Vendor can respond to this solicitation, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in MFMP Training section below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.3.2 MFMP Training

MFMP University offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_u_for_vendors to access the MFMP Vendor Guide for information on VIP registration, Commodity Codes, and responding to solicitations in the Business Network.

3.3.3. MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid in the Business Network at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section.

3.5 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation

A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the Bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.7 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Term Contract. If the Bidder's Bid is found to contain false or erroneous information after Term Contract award, the Term Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS

Attachment A, Scope of Work
Attachment B, Mandatory Responsive Requirements

Attachment C, Markup Sheet
Attachment D, Enterprise Standard Terms and Conditions
Attachment E, PUR 7801 Vendor Certification Form
Attachment F, Draft Term Contract
Attachment G, Principal Place of Business Letter
Attachment H, Certification of Drug Free Workplace
Attachment I, PUR 2023, Provision of Commodities Produced by Forced Labor

Required Documents to be submitted by Bidder prior to ITB opening
Completed Attachment B, Mandatory Responsive Requirements
Completed Attachment C, Markup Sheet
Completed Attachment G, Principal Place of Business Letter
Completed Attachment I, PUR 2023 Provision of Commodities Produced by Forced Labor

Optional Documents to be submitted by Bidder prior to ITB opening
Completed Attachment H, Certification of Drug Free Workplace (if applicable)

Exhibit C - Markup Sheet (Southern Region)
State Term Contract No. 15100000-25-STC
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

Vendor Name
Campbell Oil Company

	Initial Term Price Per Gallon	Renewal Term Price Per Gallon
Group A - Gasoline E10, Unleaded 87 Octane		
Transport Delivery (6,000 - 8,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.60	$ 0.70
Non-Transport Delivery (250 - 999 gallons)	$ 0.70	$ 0.80
Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.60	$ 0.70
Non-Transport Delivery (250 - 999 gallons)	$ 0.70	$ 0.80
Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.60	$ 0.70
Non-Transport Delivery (250 - 999 gallons)	$ 0.70	$ 0.80
Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.60	$ 0.70
Non-Transport Delivery (250 - 999 gallons)	$ 0.70	$ 0.80
Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		
Group F - Biodiesel Blend		
Transport Delivery (6,000 - 7,500 gallons)	$ 0.67	$ 0.70
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

Allowable Charges for Transport Delivery and Non-Transport Delivery	Initial Term	Renewal Term
Delivery Charge (per gallon)	$ 0.06	$ 0.07
Delay Charge (per 30 minutes)	$ 50.00	$ 60.00
Back Haul Charge (per gallon)	$ -	$ -
Top Off Charge (flat rate, not to exceed)	$ 50.00	$ 75.00

Allowable Charges for Transport Delivery Only	Initial Term	Renewal Term
Freight Charge (flat rate, not to exceed)	$ -	$ -
Pump Off Charge (per delivery, not to exceed)	$ 75.00	$ 85.00

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Certified	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Certified	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Certified	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Determined by Vendor	Certified	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
Determined by Vendor	Certified	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Certified	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Certified	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Certified	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Determined by Vendor	Certified	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Campbell Oil Company

Name

56-0504685

FEIN

Signatory

12.9.2025

Signature Date

Joseph Jurczak

Typed or Printed Name

VP. Commercial Fuels

Title

Attachment X

PUR 2024

Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this affidavit **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Campbell Oil Company

Representative/Officer's Printed Name: Joseph Jurczak

Representative/Officer's Title: VP. Commercial Fuels

Signature: _____ Date: 12.9.2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Delta Tank Lines is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Christian Stanley

Title: Director of Transportation

Signature: _____ Date: 12/09/2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Dupre' Logistics, LLC is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kevin Smith

Title: Business Intelligence Analyst

Signature: Kevin Smith Date: 12/08/2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Glover Oil/Lynch Fuel (Name of Common Carrier or contracted carrier) is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Gerald Mobbs

Title: Manager

Signature: Gerald Mobbs

Date: 12/10/25

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Florida Rock & Tank Lines, Inc is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jeff Paulsen

Title: President & COO

Signature: _____ Date: 12/9/25

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

KAG Energy, LLC is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jason Platt

Title: EVP

Signature: Jason C. Platt Date: December 11, 2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Jet Age Fuel (Name of Common Carrier or contracted carrier) is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kevin Willcox

Title: GM

Signature: _____ Date: 12/7/25

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

J V Gentle Dist. Inc. (Name of Common Carrier or contracted carrier) is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: J V Gentle III

Title: VP

Signature: J V Gentle III

Date: 12-7-25

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Campbell Oil Company, is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Joseph Jurczak

Title: VP. Commercial Fuels

Signature: [signature] Date: 12.9.2025

Model Certificate M

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Campbell Oil Company 56-0504685

418 Peanut Rd

PO Box 637, Elizabethtown NC 28337

Name, address, and employer identification number of ultimate vendor

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury:

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

_____ For the exclusive use of a state or local government; or

_____ For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

_____ This is a single purchase certificate:

1. _____ Invoice or delivery ticket number
2. _____ Number of gallons

_____ This is a certificate covering all purchases under a specified account or order number:

1. Effective date _____
2. Expiration date_____ (period not to exceed 1 year after the effective date)
3. Buyer's account number_____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Printed or typed name of person signing

Title of person signing

Name of Buyer

Employer identification number

Address of Buyer

Signature and date signed

Model Certificate P

CERTIFICATE OF STATE USE

(To support vendor's claim for credit or payment under section 6427 of the Internal Revenue Code.)

Campbell Oil Company 56-0504685
418 Peanut Rd
PO Box 637, Elizabethtown NC 28337

Name, Address, and Employer Identification Number of Vendor

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates for the exclusive use of a state or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here ☐ and enter:

   a. Invoice or delivery ticket number _____

   b. Number of gallons _____

2. If this is a certificate covering all purchases under a specified account or order number, check here ☐ and enter:

   a. Effective date _____

   b. Expiration date _____
   (period not to exceed 1 year after effective date)

   c. Buyer's account or order number _____

- Buyer will provide a new certificate to the vendor if any information in this certificate changes.
- If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.
- Buyer acknowledges that it has not and will not claim any credit or payment for the diesel fuel or kerosene to which this certificate relates.
- Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

_____
Printed or typed name of person signing

_____
Title of person signing

_____
Name of Buyer

_____
Employer identification number

_____
Address of Buyer

_____
Signature and date signed

Model Certificate Q

CERTIFICATE OF ULTIMATE PURCHASER OF KEROSENE FOR USE IN NONEXEMPT, NONCOMMERCIAL AVIATION

(To support vendor's claim for credit or payment under section 6427(l)(4)(C)(ii) of the Internal Revenue Code.)

Campbell Oil Company 56-0504685

418 Peanut Rd, PO Box 637, Elizabethtown NC 28337

Name, Address, and Employer Identification Number of Ultimate Vendor

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under penalties of perjury:

A. The kerosene to which this certificate relates is purchased for a nonexempt use in noncommercial aviation.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here ☐ and enter:

   a. Invoice or delivery ticket number

   b. Number of gallons

2. This is a certificate covering all purchases under a specified account or order number:

   a. Effective date

   b. Expiration date
      (period not to exceed 1 year after effective date)

   c. Buyer's account number

- Buyer will provide a new certificate to the vendor if any information in this certificate changes.
- If Buyer uses the kerosene to which this certificate relates for a use other than the nontaxable use stated above, Buyer will be liable for tax.
- Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Printed or typed name of person signing

Title of person signing

Name of Buyer

Employer identification number

Address of Buyer

Signature and date signed

Operation / Location	Product	Vendor	Vendor Status	Procurement Role	Typical Delivery (Gal.)	Current Palmdale Margin Low	Current Palmdale Margin High	Vendor Contract Margin	Possible Unit Savings Low	Possible Unit Savings High	Possible Savings Per Delivery
Public Works Fleet	E-10 Gasoline	Palmdale Oil	Current Vendor	Current Source	3,000	$0.66	$0.70	$0.68	$0.00	$0.00	Baseline
Public Works Fleet	E-10 Gasoline	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	3,000	$0.66	$0.70	$0.28	$0.38	$0.42	$1,140 to $1,260
Public Works Fleet	E-10 Gasoline	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	3,000	$0.66	$0.70	$0.70	-$0.04	$0.00	Increase $120 to $0
Public Works Fleet	E-10 Gasoline	Campbell Oil Company	Proposed Vendor	Emergency / Tertiary Source	3,000	$0.66	$0.70	$0.66	$0.00	$0.04	$0 to $120
Public Works Fleet	Clear ULSD Diesel	Palmdale Oil	Current Vendor	Current Source	3,500	$0.66	$0.70	$0.68	$0.00	$0.00	Baseline
Public Works Fleet	Clear ULSD Diesel	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	3,500	$0.66	$0.70	$0.28	$0.38	$0.42	$1,330 to $1,470
Public Works Fleet	Clear ULSD Diesel	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	3,500	$0.66	$0.70	$0.70	-$0.04	$0.00	Increase $140 to $0
Public Works Fleet	Clear ULSD Diesel	Campbell Oil Company	Proposed Vendor	Emergency / Tertiary Source	3,500	$0.66	$0.70	$0.66	$0.00	$0.04	$0 to $140
Harbor Marina	Rec 90 Marine Gasoline	Palmdale Oil	Current Vendor	Current Source	2,500	$0.66	$0.72	$0.69	$0.00	$0.00	Baseline
Harbor Marina	Rec 90 Marine Gasoline	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	2,500	$0.66	$0.72	$0.08	$0.58	$0.64	$1,450 to $1,600
Harbor Marina	Rec 90 Marine Gasoline	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	2,500	$0.66	$0.72	$0.72	-$0.06	$0.00	Increase $150 to $0
Harbor Marina	Dyed Marine Diesel w/ Biocide	Palmdale Oil	Current Vendor	Current Source	3,500	$0.68	$0.72	$0.70	$0.00	$0.00	Baseline
Harbor Marina	Dyed Marine Diesel w/ Biocide	Petroleum Traders Corp.	Proposed Vendor	Primary / Awarded Marine Diesel Source	3,500	$0.68	$0.72	$0.72	-$0.04	$0.00	Increase $140 to $0

Primary Vendor and Additional Fuel Supply Agreements

Based on staff's review of the available State Term Contract pricing, product availability, historical Town consumption, and operational requirements, **Pro Energy, LLC is recommended as the Town's primary vendor for routine purchases of Public Works fleet gasoline, clear ultra-low sulfur diesel, and Harbor Marina Rec 90 gasoline**.

Pro Energy provides the most favorable reviewed contractual pricing for these commodities. Its lower markup and delivery costs are expected to provide measurable recurring savings compared with the Town's current purchasing arrangement while continuing to meet normal operational fuel requirements.

The Town is also proposing contractual agreements with **Petroleum Traders Corporation and Campbell Oil Company**. These additional agreements are not intended to divide routine purchases equally among vendors. Rather, they establish alternate sources of supply to strengthen the Town's fuel procurement resiliency and continuity-of-operations capabilities.

Petroleum Traders Corporation would serve as the primary source for **dyed marine diesel with biocide**, for which it is the applicable awarded vendor identified through the State Term Contract analysis. Petroleum Traders would also provide a secondary or emergency source for other eligible fuel commodities when the primary supplier cannot meet the Town's requirements.

Campbell Oil Company would be maintained primarily as an **emergency and tertiary fuel source** for eligible commodities. Although Campbell's routine pricing is generally higher than Pro Energy's, establishing the agreement in advance gives the Town another immediately available contractual source during emergencies, supply disruptions, vendor allocation restrictions, or other circumstances affecting normal fuel availability.

From an emergency management and Public Works operational perspective, maintaining multiple pre-established fuel suppliers is an important continuity-of-operations measure. The Town's sanitation vehicles, stormwater equipment, emergency generators, Public Works fleet, Marina operations, and other essential municipal services depend upon uninterrupted access to fuel. During hurricanes and other regional emergencies, fuel suppliers may experience terminal closures, transportation limitations, delivery delays, inventory shortages, or customer allocation restrictions.

Relying upon a single supplier creates an avoidable operational vulnerability. Establishing multiple contracts before an emergency allows staff to transition to an alternate approved supplier without initiating a new procurement process during an emergency.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 98-10-26 - Agreement (Piggyback) - Bulk Fuel, Gasoline, Diesel, Marine and Biodiesel - Pro Energy, LLC

Agenda Category: New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: TBD **Funding Source:** General Fund/Marina Fund

Account Number: 001-141.100 & 001-141.200/ 401-141.200 & 401-141.201 **Finance Signature:** Barbara Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments:
- Resolution 98-10-26
- Agreement between the Town of Lake Park and Pro Energy, LLC
- Exhibit A – Florida Department of Management Services State Term Contract No. 15100000-25-STC For Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel with Pro Energy, LLC.
- Exhibit B – The State of Florida Department of Management Services Invitation to Bid (ITB) Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel ITB No. 25-15100000-ITBv2
- Exhibit C – Markup Sheet for Petroleum Traders (Southern Region)
- Pro Energy, LLC - Customer Setup Forms

Please initial one:

_____ Yes, I have notified everyone.

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department requests the Town Commission's consideration to enter into an Agreement with Pro Energy, LLC to provide a reliable and uninterrupted bulk fuel supply of gasoline, diesel, marine,

and biodiesel to support Town operations, including sanitation collection, stormwater and roadway maintenance, parks services, fleet operations, marina operations and sales, as well as emergency response.

Note: The proposed Agreement would ensure that the Town purchases all fuel in a manner that is competitively solicited and in accordance with the Town's procurement policy and state law. To date, the Town has not maintained a contract with the current fuel vendor (although the Town was provided with pricing that appears to be competitively solicited by Palm Beach County), which is not in compliance with the Town's procurement policies and state law. This issue was identified early in 2025 and the PBC Inspector General's Office (IG) will be notified of this issue along with the Town's efforts to resolve the non-compliance issue.

To ensure the lowest price possible, staff is recommending that the Town piggyback off the current Florida Department of Management Services (FDMS) State Term Contract, which was awarded to Pro Energy, LLC through a competitive selection process (Contract No. 15100000-25-STC), for the purchase and delivery of bulk gasoline, diesel, marine fuel, and biodiesel, as needed.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk's Office, including Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC and published addenda, as required.

The proposed piggyback Agreement with Pro Energy, LLC, if approved, would establish a direct, independent procurement mechanism for future bulk-fuel deliveries; expand fuel-source flexibility; support continuity of operations and emergency readiness; and provide access to competitively established statewide pricing, terms, and conditions.

Note: The Town and Palm Beach County (since 2017) have maintained an intergovernmental arrangement for fuel-management services and reciprocal use of fueling facilities [Palm Beach County Agreement No. R2017-0723 – 2017 & First (Renewal) Amendment No. R2022-0189 – January 8, 2022, to January 8, 2027]. Although this agreement enables the Town and PBC staff, including PBSO, to fuel at both entities' facilities (and provide payment back to the provider agency), it does not authorize the purchase and delivery of various types of bulk fuels (including fuel utilized and sold at the Town's Marina and Public Works facilities) from a petroleum vendor for the Town's facilities nor did the Town Commission approve a separate and distinct agreement for these types of purchases.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contracts of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made, provided that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with a proven record of performance and technical expertise. Furthermore, piggybacking on this agreement will accelerate project mobilization, support cost control, and ensure compliance with state and local procurement requirements.

If approved, the Town Commission would accept Pro Energy, LLC pricing by piggybacking on the Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC, including all

terms, conditions, and pricing therein. The proposed Agreement would expire on December 30, 2028, and be for a little more than two (2) years with no renewal options. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed pricing for each of the various types of fuel that are offered within this Agreement will be dependent upon market pricing, and the markup to the Town will be defined by the approved markup amounts within the approved Florida Department of Management Services (FDMS) State Term Contract #15100000-25-STC.

Funding to support these fuel purchases is provided within the current FY 2027 Budget – Various Funds, including the Town's Marina and Public Works Department Funds.

The proposed Agreement was developed by the Public Works Director and the Operations Manager and reviewed by the proposed fuel vendor, Pro Energy, LLC, the Marina Director, the Finance Director and the Town Attorney.

The Town has not previously worked with the proposed vendor; however, staff confirmed with various local governments that they have a record of dependable delivery, fuel quality compliance and responsive customer service.

Recommended Motion:
I move to adopt Resolution 98-10-26 and authorize a piggyback Agreement with Pro Energy, LLC for the purchase and delivery of bulk fuel, gasoline, diesel, marine and biodiesel; and authorize the Mayor to execute the Agreement.

RESOLUTION 98-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL WITH PRO ENERGY, LLC; ESTABLISHING A THREE-YEAR TERM WITH NO RENEWALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (Town) requires bulk fuel, gasoline, diesel, marine fuel, and biodiesel services to support Town operations; and

WHEREAS, the Florida Department of Management Services competitively solicited these services pursuant to Invitation to Bid No. 25-15100000-ITBv2; and

WHEREAS, the Florida Department of Management Services awarded Pro Energy, LLC a contract under State Term Contract No. 15100000-25-STC; and

WHEREAS, State Term Contract No. 15100000-25-STC permits eligible governmental entities to purchase applicable services based upon the competitively established terms, services, and pricing; and

WHEREAS, the Town has reviewed the services and pricing available from Pro Energy, LLC and determined that they meet the Town's operational requirements; and

WHEREAS, the Town has determined that cooperative purchasing under the Florida Department of Management Services contract is appropriate and consistent with Florida law and the Town's procurement regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute the Piggyback Agreement between the Town of Lake Park and Pro Energy, LLC for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services.

Section 3: The Agreement shall have a three-year term commencing on the date the Town Commission approves the Agreement, with no renewal or automatic-extension options. Purchases shall be made on an as-needed basis, subject to approved budget appropriations and the applicable terms and pricing available under State Term Contract No. 15100000-25-STC.

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

CONTRACT FOR BULK FUEL, GASOLINE, DIESEL, MARINE, AND BIODIESEL SERVICES

This agreement for bulk fuel, gasoline, diesel, marine, and biodiesel services (the "Agreement") is made and entered into by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Pro Energy, LLC, 9780 NW 115th Way Medley, Florida 33178 ("Contractor") (collectively referred to as the "parties").

WITNESSETH THAT

WHEREAS, the Town is a municipality and is given those powers and responsibilities enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining an uninterrupted fuel supply to support Town operations; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town may enter into contracts for the cooperative purchase of certain goods, products or services when a contract has been subjected to a competitive procurement solicitation by another governmental entity; and

WHEREAS, the Contractor entered into State Term Contract No. 15100000-25-STC with the Florida Department of Management Services for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services; and

WHEREAS, the Town desires to utilize the competitively established terms, services, and pricing available to the Town through State Term Contract No. 15100000-25-STC (the State Contract) for the same or similar products, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the Town would like to purchase unleaded gasoline and diesel fuel on an as-needed basis, as well as during emergency situations or events, from the Contractor; and

WHEREAS, pursuant to the Florida Department of Management Services contract, the Contractor has agreed to offer eligible governmental entities the same products at the same pricing as reflected in the State Contract .

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

1. The above stated recitals are incorporated herein.
2. The terms and pricing of the State Contract are incorporated herein.
3. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
    a. Keep and maintain public records required by the Town to perform the services that are the subject of this Contract.
    b. Upon request of the Town, provide any such public records.
    c. Ensure that public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Contract if the Contractor does not transfer the records that are part of this Contract to the Town.

d. Upon completion of the term of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in this Agreement. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

3. The Contractor affirms and ratifies the applicable terms, pricing, and conditions of Florida Department of Management Services State Term Contract No. 15100000-25-STC and agrees to provide the Town the same applicable services based upon those terms, conditions, and pricing for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel Services.

4. The Town agrees to pay for services ordered from the Contractor based upon the applicable pricing, terms, and conditions available under State Term Contract No. 15100000-25-STC, subject to lawful appropriations and authorized Town purchases.

5. Except as expressly supplemented by this Contract, the applicable terms and conditions of State Term Contract No. 15100000-25-STC are incorporated herein by reference.

6. The term of this Contract shall commence on September 16, 2026 and shall remain in effect until the expiration of the Originating Contract on December 30, 2028. The commencement date of the underlying State Term Contract does not determine the commencement date of this Agreement. Purchases under this Agreement remain subject to the continued legal availability of the applicable State Contract pricing, terms, and conditions.

7. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

8. Notices to the Contractor shall be sent to Pro Energy, LLC at 9780 NW 115th Way Medley, Florida 33178, or to such other address as the Contractor designates in writing. Notices to the Town shall be given to: Town of Lake Park, Attn: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

9. If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date approved by the Town Commission and the dates of execution below.

ATTEST: **TOWN OF LAKE PARK**

By: _____ By: _____

Vivian Mendez, Town Clerk Rodger Michaud, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL) _____

Notary Public, State of Florida

Pro Energy, LLC:

By: _____

Its: Vice President

Printed Name: CJ Cruz

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 3rd day of September, 2026, by CJ Cruz, as Vice President of Pro Energy, LLC, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

#8231670 v1 26508-00001

NICHOLAS CRUZ
Notary Public - State of Florida
Commission # HH 444655
My Comm. Expires Sep 17, 2027
Bonded through National Notary Assn.

Docusign Envelope ID: 9F7BDE70-8870-45D9-80AD-2A3B8670AEF3

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract

No. 15100000-25-STC
For
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

This State Term Contract No. 15100000-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Pro Energy, LLC** ("Contractor") with its principal place of business located at 9780 NW 115th Way, Medley, Florida 33178; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 31, 2025 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 30, 2028 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. **Order of Precedence.**

   This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

   a. This contract document
   b. Exhibit A, Scope of Work
   c. Exhibit B, Enterprise Standard Terms and Conditions
   d. Exhibit C, Markup Sheet

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3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
CJ Cruz
Pro Energy, LLC
9780 NW 115th Way
Medley, Florida 33178
Telephone: (954) 661-6707
Email: cj@proenergy.us

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C947108294984 05...

Name: Pedro Allende
Title: Secretary
Date: 12/18/2025 | 10:17 AM EST

Contractor:
Pro Energy, LLC

Signed by:
By: CJ Cruz
0C271AACB6D048A...

Name: CJ Cruz
Title: Contract Manager
Date: 12/16/2025 | 3:27 PM EST

EXHIBIT A
SCOPE OF WORK

1. PURPOSE
To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS
Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of aconflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

ASTM International (ASTM) – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

Back Haul Charge – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Cetane – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

Contractor – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Delay Charge – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

Delivery – The act of transporting and offloading Fuel at a Customer's designated location or site.

Delivery Charge – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Ethanol – Arenewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

Freight Charge – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

Fuel – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Octane – The rating of gasoline as a standard measure of the Fuel's ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel's anti-knock properties.

Order – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Pump Off Charge – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer's designated location or site using a pump, rather than relying on gravity or standard unloading methods.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Top Off Charge – To bring Fuel to the maximum tank level of 1,000 gallons or less.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

3. SCOPE OF WORK

3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
A	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
B	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
C	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
D	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
E	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
F	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

3.2 Pricing Elements for Purchase of Fuels
Prices will be calculated for each Fuel product using the following information:

3.2.1 Group A - Gasoline E10, Unleaded 87 Octane

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

3.2.6 Group F - Biodiesel Blend

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at https://www.dtn.com/refined-Fuels/wholesaler/fastracks/.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

3.3 Fuel Fees, Taxes, and Other Costs

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

3.4 Delivery to Customers

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

3.4.1 Delivery Requirements

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

NOTE: Gallons listed below may be converted to liters.

3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:

- 6,000 gallons for a Delivery of gasoline;
- 6,000 gallons for a Delivery of diesel; and
- 7,500 gallons for a combination load of gasoline and diesel.

3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.

3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.

3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.

3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.

3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.

3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

3.5 Invoices

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

3.5.1 At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

3.5.2 To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

4. WARRANTY

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

4.1 The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

4.2 If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;
4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and
4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

5. CUSTOMER SERVICE
The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

6. COMPLIANCE AND COMPATIBILITY
It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING
The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Floridapunchoutcatalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

8. RECALLED COMMODITIES
In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

9. REQUEST FOR QUOTES REQUIREMENT
Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

10. FINANCIAL CONSEQUENCES
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. 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 Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will 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 Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will 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 Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** 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.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor 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 Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 **Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 **Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 **Dispute Resolution Process.**

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term 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.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

ITB No: 25-15100000-ITBv2

Kristin Earley, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
850-487-0758
Kristin.Earley@dms.fl.gov

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.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1 INTRODUCTION 4

1.1 Timeline of Events 4

1.2 Definitions 4

1.3 Objective 6

1.4 Scope of Work 6

1.5 Term 6

1.6 Procurement Officer 6

1.7 Order of Precedence for Solicitation 7

1.8 Office of Supplier Development 7

1.9 Department's Rights to Reject Bids 7

2 THE ITB PROCESS 8

2.1 Question Submission 8

2.2 Addenda to the ITB 8

2.3 Public Opening 8

2.4 Special Accommodations 8

2.5 Mandatory Responsive Requirements 8

2.6 Preference to Florida Businesses 8

2.7 Equal Bids 9

2.8 Basis of Award 9

2.10 Electronic Posting of Notice of Intent to Award 10

2.11 Contract Formation 11

2.12 Other Requirements Following Award 11

2.12.1 Registration with the Florida Department of State 11

2.12.2 Florida Substitute Form W-9 11

2.12.3 PUR 7801 Vendor Certification Form 11

3 RESPONDING TO THE ITB 11

3.1 General Instructions 11

3.2 Special Instructions 11

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace 16

3.4 Modification or Withdrawal of Bid 18

3.5 Cost of Bid Preparation 18

3.6 Independent Preparation 18

3.7 False or Erroneous Information 18

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Bidders shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP and in the Business Network		September 22, 2025
Deadline to submit questions in the Business Network	2:00 PM	September 29, 2025
Anticipated date of posting Q&A on VIP and in the Business Network		October 6, 2025
Deadline to submit bid and all required documents in the Business Network	11:00 AM	October 20, 2025
Public meeting: Bid Opening Conference Call Number: 888-585-9008 Conference Call Room Number: 145-153-086 Department of Management Services 4055 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 171	2:30 PM	October 20, 2025
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		October 28, 2025
Anticipated Term Contract start date		Upon Execution

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a Bid to this ITB.

Business Day – Monday through Friday, inclusive, from 8:00 a.m. to 5:00 p.m. Eastern Time, except for those holidays specified in section 110.117, F.S.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations collaboration and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Customer – A State agency or Eligible User.

Delivery – The act of transporting and offloading Fuel at the Customer's designated location or site.

Department – The Department of Management Services, a State Agency.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Fuel – Any Fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this ITB as "Bulk Fuel."

Group – A collection of Bulk Fuel that is described in Attachment A, Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor's price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer's location, except for the costs set forth in Section 3.3 of Attachment A, Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided in the Attachment A, Scope of Work.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Region – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Bidder(s) resulting from this solicitation.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Vendor Information Portal (VIP) – The State of Florida's vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.3 Objective

The Department is issuing this ITB to establish a State Term Contract for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel, which will replace the Bulk Fuel, Gasoline and Diesel State Term Contract (No. 15100000-19-1). The Department intends to make multiple, statewide or regional awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by Region, or to make no award, as determined to be in the best interest of the State.

The current Bulk Fuel, Gasoline and Diesel State Term Contract (No. 15100000-19-1) has an average annual spend of $24,690,778. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Term Contract.

1.4 Scope of Work

Bidder(s) awarded a Term Contract under this ITB shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.5 Term

The term is as specified in the Attachment F, Draft Term Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Kristin Earley
Purchasing Analyst Supervisor, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Phone: 850-487-0758
Email: Kristin.Earley@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment C, Markup Sheet
d) Attachment D, Enterprise Standard Terms and Conditions
e) Attachment F, Draft Term Contract
f) This ITB document
g) Other ITB attachments

1.8 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDhelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.9 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Term Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this ITB do not in themselves constitute addenda to this ITB.

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Bidder's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bid or Bidder.

2.6 Preference to Florida Businesses

Pursuant to the requirements of section 287.084(1)(a), F.S., if the "lowest responsible and responsive Bid" is by a Bidder whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsive and responsible Bidder having a principal place of business within Florida, which preference is equal

to the preference granted by the state or political subdivision thereof in which the lowest responsive and responsible Bidder has its principal place of business.

If the lowest Bid is submitted by a Bidder whose principal place of business is located outside the State, and that state does not grant a preference in a competitive solicitation to Bidders having a principal place of business in that state, the lowest responsive and responsible Bidder having a principal place of business in this State will be granted a five percent preference.

If, pursuant to the Basis of Award section of this solicitation, the Department intends to award Term Contracts to multiple lowest responsive and responsible Bidders which includes Bidder(s) whose principal place of business is located outside of the State, then the Department will apply this preference to all responsive and responsible Bidders having a principal place of business within Florida.

Application of this preference will be accomplished by assessing the applicable percentage to the Calculated Markup of the lowest responsive and responsible Bidder(s) whose principal place of business is located within Florida such that the preference is provided to all responsive and responsible Bidder(s) having a principal place of business within Florida. In other words, the applicable percentage will be applied to the responsive and responsible Bidder(s) having a principal place of business within Florida and the resulting amount subtracted from such Bidder(s)' Calculated Markup.

All Bidders must submit a completed Attachment G, Principal Place of Business Letter, with the Bid submittal.

2.7 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.8 Basis of Award

The Groups of Bulk Fuel are identified below and in Attachment A, Scope of Work:

- Group A - Gasoline E10, Unleaded 87 Octane
- Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur
- Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur
- Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)
- Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive
- Group F - Biodiesel Blend

A Term Contract will be awarded to the responsible and responsive Bidder(s) with the lowest Calculated Markup for each Fuel (Groups A - F) and Delivery type (Transport, Non-Transport of 1,000 – 5,999 gallons, and Non-Transport of 250 – 999 gallons) in each of the four Regions, as shown in Attachment C, Markup Sheet. The Department may issue up to five awards for each Delivery type within each Group in each of the four Regions as described in Attachment C, Markup Sheet. All Bidders must respond to the initial and renewal term to the Region, Group, and Delivery type to which they intend to provide Fuel. Bidders are not required to respond to

each Region, only to the Region in which they intend to provide Fuel. Bidders are not required to respond to each Group, only to the Group(s) in which they intend to provide Fuel. Bidders are also not required to respond to each Delivery type, only the Delivery type in which they intend to provide Fuel.

2.9.1 Transport Delivery

For Transport Delivery Bids, the Bidder's Calculated Markup for each Fuel product will be calculated on the Attachment C, Markup Sheet using the following formula:

$(T^I \times 0.54) + (A^I \times 0.06) + (T^R \times 0.36) + (A^R \times 0.04) = Z$

Where:
T^I = Sum of Initial Term Markup
A^I = Sum of Initial Term Allowable Charges for "Transport Delivery and Non-Transport Delivery" and "Transport Delivery Only"
T^R = Sum of Renewal Term Markup
A^R = Sum of Renewal Term Allowable Charges for "Transport Delivery and Non-Transport Delivery" and "Transport Delivery Only"
Z = Bidder's Calculated Markup

2.9.2 Non-Transport Delivery

For Non-Transport Delivery Bids, the Bidder's Calculated Markup for each Fuel product will be calculated on the Attachment C, Markup Sheet using the following formula:

$(N^I \times 0.54) + (B^I \times 0.06) + (N^R \times 0.36) + (B^R \times 0.04) = Z$

Where:
N^I = Sum of Initial Term Markup
B^I = Sum of Initial Term Allowable Charges for "Transport Delivery and Non-Transport Delivery"
N^R = Sum of Renewal Term Markup
B^R = Sum of Renewal Term Allowable Charges for "Transport Delivery and Non-Transport Delivery"
Z = Bidder's Calculated Markup

(Each line item shall be awarded independently for the following Delivery types: (i) Non-Transport Delivery of 250–999 gallons and (ii) Non-Transport Delivery of 1,000–5,999 gallons.)

As shown above, the Department will consider the total cost for each year of the Term Contract, including renewal years, as submitted by the Bidder. The Department reserves the right to award multiple Term Contracts or to award Term Contract(s) for all or part of the work contemplated by this solicitation. The Department reserves the right to reject all Bids. The Department reserves the right to award Term Contract(s) to the next lowest responsive Bid(s) from responsive and responsible Bidder(s) to this solicitation if the Department cannot execute a Term Contract with a Bidder previously awarded a Term Contract.

2.10 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this ITB. The Notice of Intent to Award will

remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.11 Contract Formation

The Department may issue a Notice of Intent to Award to award Term Contract(s) to successful Bidder(s). The award does not imply execution of a Term Contract. No contract shall be formed between a Bidder and the Department until both parties sign the Term Contract. The Department shall not be liable for any work performed before the Term Contract is effective.

The Department intends to enter into the Term Contract(s) with Bidder(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Term Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.12 Other Requirements Following Award

2.12.1 Registration with the Florida Department of State

If awarded a Term Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Term Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.12.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.12.3 PUR 7801 Vendor Certification Form

It is the responsibility of the awarded Bidder to provide a completed Attachment E, PUR 7801 Vendor Certification Form prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed Attachment E, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Bids. Bids shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response or hyperlinked therein. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., 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.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., 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 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.

d. Forced Labor Vendor List.
Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
    - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
g. The products and services offered by the Bidder conform to the specifications contained herein without exception.

h. The Bidder has read and understands the terms and conditions listed in the Draft Term Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Term Contract.
j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Term Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor meet the Term Contract requirements. Vendor shall at all times during the Term Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Term Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product Bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Term Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Term Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Term Contract requirements.

14. Firm Response. The Department intends to make an award within 60 days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within 60 days, the Bid shall remain firm until the Department enters into a Term Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Bidder fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Bidder fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Bidder may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Bidder has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Bidder of the request and the Bidder may have up to ten (10) Business Days from the date of the notice to provide a Bidder-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. The notice will provide that if the Bidder seeks to protect the Bidder-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Bidder shall provide written notice to the Department of any cause of action filed. If the Bidder fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar

process), unless otherwise prohibited by law, the Department will give the Bidder notice of the demand or request prior to disclosing any Confidential Information to allow the Bidder to seek a protective order or other appropriate relief at the Bidder's sole discretion and expense. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Bidder's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Bidder's redacted Confidential Information, the Bidder shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Bidder fails to continuously undertake the defense or settlement of such claim or if the Bidder and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Bidder shall be bound by any defense or settlement the Department may make as to such claim, and the Bidder agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Bidder's Confidential Information. The Department will also be entitled to join the Bidder in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To Participate in this solicitation, a Vendor must:

a) Create an account through VIP at https://vendor.myfloridamarketplace.com if not already registered. For information on how to register in VIP, access MFMP training materials using the link in MFMP Training section below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."

c) The Vendor's solicitation contact as listed in Vendor's VIP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click **"**Register**"** to complete the registration process.

   1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.

b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list**.**

c) Review the "Events" list for the title of this solicitation's sourcing event.

   1) The sourcing event will be displayed in the "Open" status.

      A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

      - Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation
      - Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP
      - Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of steps which must completed before a Vendor can respond to this solicitation, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in MFMP Training section below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.3.2 MFMP Training

MFMP University offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_u_for_vendors to access the MFMP Vendor Guide for information on VIP registration, Commodity Codes, and responding to solicitations in the Business Network.

3.3.3. MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid in the Business Network at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section.

3.5 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation

A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the Bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.7 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Term Contract. If the Bidder's Bid is found to contain false or erroneous information after Term Contract award, the Term Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS

Attachment A, Scope of Work
Attachment B, Mandatory Responsive Requirements

Attachment C, Markup Sheet
Attachment D, Enterprise Standard Terms and Conditions
Attachment E, PUR 7801 Vendor Certification Form
Attachment F, Draft Term Contract
Attachment G, Principal Place of Business Letter
Attachment H, Certification of Drug Free Workplace
Attachment I, PUR 2023, Provision of Commodities Produced by Forced Labor

Required Documents to be submitted by Bidder prior to ITB opening
Completed Attachment B, Mandatory Responsive Requirements
Completed Attachment C, Markup Sheet
Completed Attachment G, Principal Place of Business Letter
Completed Attachment I, PUR 2023 Provision of Commodities Produced by Forced Labor

Optional Documents to be submitted by Bidder prior to ITB opening
Completed Attachment H, Certification of Drug Free Workplace (if applicable)

Exhibit C - Markup Sheet (Southern Region)
State Term Contract No. 15100000-25-STC for
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

Vendor Name		
PRO ENERGY LLC		
	Initial Term Price Per Gallon	Renewal Term Price Per Gallon
Group A - Gasoline E10, Unleaded 87 Octane		
Transport Delivery (6,000 - 8,500 gallons)	$ (0.01)	$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.25	$ 0.25
Non-Transport Delivery (250 - 999 gallons)	$ 0.25	$ 0.25
Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.01)	$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.25	$ 0.25
Non-Transport Delivery (250 - 999 gallons)	$ 0.25	$ 0.25
Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.01)	$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.25	$ 0.25
Non-Transport Delivery (250 - 999 gallons)	$ 0.25	$ 0.25
Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)		
Transport Delivery (6,000 - 7,500 gallons)	$ (0.05)	$ (0.05)
Non-Transport Delivery (1,000 - 5,999 gallons)	$ 0.05	$ 0.05
Non-Transport Delivery (250 - 999 gallons)	$ 0.05	$ 0.05
Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		
Group F - Biodiesel Blend		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

Allowable Charges for Transport Delivery and Non-Transport Delivery	Initial Term	Renewal Term
Delivery Charge (per gallon)	$ 0.03	$ 0.03
Delay Charge (per 30 minutes)	$ 32.50	$ 32.50
Back Haul Charge (per gallon)	$ -	$ -
Top Off Charge (flat rate, not to exceed)	$ -	$ -

Allowable Charges for Transport Delivery Only	Initial Term	Renewal Term
Freight Charge (flat rate, not to exceed)	$ -	$ -
Pump Off Charge (per delivery, not to exceed)	$ 50.00	$ 50.00

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Certified	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Certified	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Certified	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Determined by Vendor	Certified	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
Determined by Vendor	Certified	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Certified	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Certified	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Certified	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Determined by Vendor	Certified	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

PRO ENERGY FLEET FUELING, LLC
PRO ENERGY, LLC

Name

65-1029440

FEIN

Signatory

12/2/2025

Signature Date

CLEMENTE CRUZ

Typed or Printed Name

MEMBER

Title

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

~~(Name of entity)~~Pro Energy Fleet Fueling LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: CLEMENTE CRUZ

Title: MEMBER

Signature: _____ Date: 12/2/2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____(Name of entity)Pro Energy LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: CLEMENTE CRUZ

Title: MEMBER

Signature: _____ Date: 12/2/2025

Attachment X

PUR 2024

Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this affidavit **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Pro EnergyFleet Fueling LLC

Representative/Officer's Printed Name: Clemente Cruz

Representative/Officer's Title: Member

Signature: _____ Date: 12/2/2025

Attachment X

PUR 2024

Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this affidavit **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Pro Energy, LLC

Representative/Officer's Printed Name: Clemente Cruz

Representative/Officer's Title: Member

Signature: _____ Date: 12/2/2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

~~(Name of Common Carrier or contracted carrier)~~CWC Transportation LLC is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: CLEMENTE CRUZ

Title: MEMBER

Signature: _____ Date: 12/2/2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____~~(Name of Common Carrier or contracted carrier)~~Pro Energy LLC is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: CLEMENTE CRUZ

Title: MEMBER

Signature: _____ Date: 12/2/2025

Operation / Location	Product	Vendor	Vendor Status	Procurement Role	Typical Delivery (Gal.)	Current Palmdale Margin Low	Current Palmdale Margin High	Vendor Contract Margin	Possible Unit Savings Low	Possible Unit Savings High	Possible Savings Per Delivery
Public Works Fleet	E-10 Gasoline	Palmdale Oil	Current Vendor	Current Source	3,000	$0.66	$0.70	$0.68	$0.00	$0.00	Baseline
Public Works Fleet	E-10 Gasoline	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	3,000	$0.66	$0.70	$0.28	$0.38	$0.42	$1,140 to $1,260
Public Works Fleet	E-10 Gasoline	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	3,000	$0.66	$0.70	$0.70	-$0.04	$0.00	Increase $120 to $0
Public Works Fleet	E-10 Gasoline	Campbell Oil Company	Proposed Vendor	Emergency / Tertiary Source	3,000	$0.66	$0.70	$0.66	$0.00	$0.04	$0 to $120
Public Works Fleet	Clear ULSD Diesel	Palmdale Oil	Current Vendor	Current Source	3,500	$0.66	$0.70	$0.68	$0.00	$0.00	Baseline
Public Works Fleet	Clear ULSD Diesel	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	3,500	$0.66	$0.70	$0.28	$0.38	$0.42	$1,330 to $1,470
Public Works Fleet	Clear ULSD Diesel	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	3,500	$0.66	$0.70	$0.70	-$0.04	$0.00	Increase $140 to $0
Public Works Fleet	Clear ULSD Diesel	Campbell Oil Company	Proposed Vendor	Emergency / Tertiary Source	3,500	$0.66	$0.70	$0.66	$0.00	$0.04	$0 to $140
Harbor Marina	Rec 90 Marine Gasoline	Palmdale Oil	Current Vendor	Current Source	2,500	$0.66	$0.72	$0.69	$0.00	$0.00	Baseline
Harbor Marina	Rec 90 Marine Gasoline	Pro Energy, LLC	Proposed Vendor	Primary / Lowest-Cost Source	2,500	$0.66	$0.72	$0.08	$0.58	$0.64	$1,450 to $1,600
Harbor Marina	Rec 90 Marine Gasoline	Petroleum Traders Corp.	Proposed Vendor	Secondary / Backup Source	2,500	$0.66	$0.72	$0.72	-$0.06	$0.00	Increase $150 to $0
Harbor Marina	Dyed Marine Diesel w/ Biocide	Palmdale Oil	Current Vendor	Current Source	3,500	$0.68	$0.72	$0.70	$0.00	$0.00	Baseline
Harbor Marina	Dyed Marine Diesel w/ Biocide	Petroleum Traders Corp.	Proposed Vendor	Primary / Awarded Marine Diesel Source	3,500	$0.68	$0.72	$0.72	-$0.04	$0.00	Increase $140 to $0

Primary Vendor and Additional Fuel Supply Agreements

Based on staff's review of the available State Term Contract pricing, product availability, historical Town consumption, and operational requirements, **Pro Energy, LLC is recommended as the Town's primary vendor for routine purchases of Public Works fleet gasoline, clear ultra-low sulfur diesel, and Harbor Marina Rec 90 gasoline**.

Pro Energy provides the most favorable reviewed contractual pricing for these commodities. Its lower markup and delivery costs are expected to provide measurable recurring savings compared with the Town's current purchasing arrangement while continuing to meet normal operational fuel requirements.

The Town is also proposing contractual agreements with **Petroleum Traders Corporation and Campbell Oil Company**. These additional agreements are not intended to divide routine purchases equally among vendors. Rather, they establish alternate sources of supply to strengthen the Town's fuel procurement resiliency and continuity-of-operations capabilities.

Petroleum Traders Corporation would serve as the primary source for **dyed marine diesel with biocide**, for which it is the applicable awarded vendor identified through the State Term Contract analysis. Petroleum Traders would also provide a secondary or emergency source for other eligible fuel commodities when the primary supplier cannot meet the Town's requirements.

Campbell Oil Company would be maintained primarily as an **emergency and tertiary fuel source** for eligible commodities. Although Campbell's routine pricing is generally higher than Pro Energy's, establishing the agreement in advance gives the Town another immediately available contractual source during emergencies, supply disruptions, vendor allocation restrictions, or other circumstances affecting normal fuel availability.

From an emergency management and Public Works operational perspective, maintaining multiple pre-established fuel suppliers is an important continuity-of-operations measure. The Town's sanitation vehicles, stormwater equipment, emergency generators, Public Works fleet, Marina operations, and other essential municipal services depend upon uninterrupted access to fuel. During hurricanes and other regional emergencies, fuel suppliers may experience terminal closures, transportation limitations, delivery delays, inventory shortages, or customer allocation restrictions.

Relying upon a single supplier creates an avoidable operational vulnerability. Establishing multiple contracts before an emergency allows staff to transition to an alternate approved supplier without initiating a new procurement process during an emergency.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 10/07/2026

Originating Department: Information Technology

Agenda Title: Resolution 103-10-26 - Cell Service & Mobile Device Provider (Piggyback) - All Departments & Retroactive Purchase - Eighteen (18) Devices - PW Department - AT&T - $14,043.60 Annually

Agenda Category: Consent

Approved by Town Manager: _____ **Date:** _____

	$7,474.32		General Fund
	$1,423.68		Sanitation Fund
	$1,067.76		Stormwater Fund
	$711.84		Marina Fund
	$355.92		CRA
Cost of Item:	Total $11,033.52	**Funding Source:**	Total 31 cellular devices
Account Number:	Various-41100	**Finance Signature:**	Barbara Gould

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution, AT&T(FirstNet) Quote, Telephone Listing, State of Florida DMS-19/20-006A Contract (pages 33-34)

Please initial one:

_____ Yes I have notified everyone

PM Not applicable in this case

Summary Explanation/Background:

The Information Technology Department has identified a need to identify a cell service and mobile device provider for the Town. Currently, the Town maintains 50 total mobile devices (i.e., phones, tablets, hotspots, data SIM cards, etc.) utilizing cell service provided by AT&T, Verizon and T-Mobile. As a result, staff is proposing to move most mobile devices and cell service to AT&T to bring all devices under a single cellular contract to ensure lower costs and to meet the Town's procurement requirements. This change is expected to result in a total savings of $5,121.96 annually to the Town.

Note: The Town will continue to maintain some additional devices with other service providers until current contracts expire. At that time, they will be transferred over to AT&T.

Additionally, the Town is proposing to add thirteen (13) new mobile phones (as outlined during the FY 2027 Budget process) to enable the town to better preserve all staff data, E-mails, text messages, etc. and meet the requirements of state law. Further, these new lines will enable the Town to stop the existing telephone stipend that has been paid to various Town employees ($720 annually or $60 per month) and provide a Town-issued mobile phone with cell service for ten (10) employees who are required by the Town to maintain a cell phone, and for the Town's commissioners. This new practice will ensure that our employees are not utilizing their personal phones for work purposes.

Note: The Public Works Department in June of 2026 engaged with AT&T out of compliance with the Town's procurement code and moved 18 of their 21 devices with cell service from T-Mobile to AT&T. Thus, the Town Commission is requested to retroactively approve the department's transfer of cell service to AT&T as this action resulted in a cumulative cost to the Town that exceeded the Town Manager's purchasing authorization of $10,000. It should be noted that this transfer resulted in annual savings of $1,521.96.

The practice of paying a monthly stipend is expected to end the month following Town Commission approval of a cell provider and the activation of the requisite mobile devices for each member of Town Commission and staff (Expected by November 1, 2026). This change is expected to provide an expected annual savings of $3,600 to the Town from funding expended in FY 2026.

If approved, the Town will be committing to an annual cost of $14,043.60 with AT&T in FY 2027 to support thirty-four (34) total devices utilized within various Town departments.

To ensure the lowest cost possible, staff is recommending that the Town piggyback off the Florida Department of Management Services (FDMS) state bid list, which was awarded to AT&T through a competitive selection process (Contract DMS-19/20-006A) for the provision of mobile communication services.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk's Office, including DMS-19/20-006A and published addendums, as required.

If approved, the Town Commission would accept AT&T's pricing by piggybacking the Department of Management Services (FDMS) state bid list, including all terms, conditions and pricing therein. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed purchase follows the Town of Lake Park's Purchasing Code, Sec. 2-249, Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contract of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

The proposed annual cost ($14,043.60) for cell service for thirty-eight (31) mobile devices within various Town departments has been approved within the FY 2027 Budget – Various Funds and Departments (General Fund, Sanitation Fund, Stormwater Fund, Marina Fund and CRA).

This opportunity, if approved, would ensable the Town to receive upgraded phones for those who already have being provided with a Town-issued phone at no additional cost to the Town as well as new devices for those members of the Town (i.e., Commission and staff) who are being provided with a new Town-issued phone. The IT Director has confirmed that there is no requirement by AT&T to pay additional costs for the phones to be received and there will be warranty to fully protect, repair and replace the phones should they become damaged and the Town would not be responsible for any additional costs other than the annual service amount.

Note: The total number of devices may change due to operational needs (i.e., increase or decrease of devices); thus, an increase in total cost for this service will be included within the Town Budget and will be brought back to the Town Commission for approval (either by initial approval of the annual budget by the Commission and/or through the budget transfer and/or amendment process) when the total cost or cumulative purchase exceeds $10,000 annually from the same vendor (as provided under the Town's current procurement policy). A revised purchasing policy is expected to be presented and considered by the Town Commission in November 2026, which may change the cumulative purchasing threshold that would require Commission approval for the addition of new devices.

The proposed Resolution was prepared by the Chief Information Technology Officer and reviewed by the Finance Director and the Town Attorney.

The Town has previously worked with the proposed vendor and they have provided a quality product and good customer service.

Recommended Motion:
I move to approve Resolution 103-10-26 and authorize the (piggyback) selection of AT&T as the Town's cellular service and mobile device provider, in the total annual amount of $14,043.60 for FY 2027; approved the retroactive selection of AT&T to provide cell service for eighteen (18) mobile devices within the Public Works Department; and authorize the Town Manager and/or their designee to execute the purchase-related documents.

FIRSTNET. Built with AT&T

Mobility Proposal Pricing

GOV2-FN ACQ

Agency	Town of Lake Park	**Carrier**	AT&T / FirstNet
	Paul McGuinness		Frances Zammitta
	Chief Information Technology Officer		FirstNet Public Sector
	PMcGuinness@lakeparkflorida.gov		fz8013@att.com
	(561) 881-3303		(561)-308-2001
	535 Park Avenue		
	Lake Park, FL 33403		Quote Valid for 30 Days

FirstNet Plans (Monthly)	Price	Quantity	Priority	Voice	Text	Data	HotSpot	PTT
Smartphone Unlimited Enhanced	$29.66	13	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	

Equipment Details (One-Time)			5G	Band 14	eSIM	Dual SIM	PTT Key	IP67/68/69
Apple iPhone 17E (256GB)	$0.99	13						

Operational & Capital Cost Summary	Totals
Total Lines of Service	**13**
Total Monthly Charges	**$385.58**
Total One-Time Charges	**$12.87**

Notes

Prices may include 1 or more activation credits of $75 or $200. All credits are spread over 24 installments unless otherwise specified.

Important Information: Quoted prices do not include applicable taxes, surcharges, or fees. This Proposal is informational only and is subject to the applicable customer service agreement and/or other terms and conditions. Pricing based on the State of Florida SUNCOM Mobile Communication Services (MCS). Contract Number DMS-19/20-066A. The contents of this Proposal are confidential and cannot be used without AT&T's permission.

https://dms-media.ccplatform.net/content/download/118561/file/AT%26TMCS-2DMS-19_20-006EUPLUpdateFinal05022023.pdf

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RESOLUTION 103-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH AT&T MOBILITY FOR THIRTEEN MOBILE PHONES AND ASSOCIATED CELLULAR PLANS FOR A PERIOD OF TWENTY-FOUR MONTHS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town has identified the need to replace the cell phone stipend with Town provided cellular devices; and

WHEREAS, the Town is purchasing thirteen iPhone 17 phones and associated cellular plans from AT&T Mobility, a Florida State Contractor through the Florida Department of Management Services with the contract number DMS-19/20-006A; and

WHEREAS, the Town already has fifteen (15) cellular phones and plans with AT&T, with the addition of these thirteen cellular phones and plans, the combined annual cost exceeds $10,000.00 and requires the commission's approval in accordance with the Town's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an Agreement with AT&T Mobility, attached hereto as Exhibit "A," for thirteen iPhone 17 phones and associated cellular plans for a period of twenty-four months in the amount of $9,266.79. The total cost for all 28 lines will be $22,067.04 for twenty-four months.

Section 3. Funding for this purchase has been budgeted in the current fiscal-year budget; any future costs associated with maintenance, warranty, or replacements shall be budgeted in subsequent fiscal years as necessary.

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

Existing Cellular Phones/Service in Public Works

Position	Device					Total Charges
Operations Manager	iPhone 17e					$29.66
Public Works Director	iPhone 17e					$29.66
Infrastructure Foreman	iPhone 17e					$29.66
Grounds Foreman	iPhone 17e					$29.66
Sanitation Operator II	iPhone 17e					$29.66
Stormwater Foreman	iPhone 17e					$29.66
Fleet Foreman	Samsung S25 FE					$29.66
Residential Foreman	Samsung S25 FE					$29.66
Maintenance Worker II	Samsung S25 FE					$29.66
Sanitation Operator II	Samsung S25 FE					$29.66
Lead Groundskeeper	Samsung S25 FE					$29.66
Stormwater Foreman	Samsung S25 FE					$29.66
Mechanic	Samsung S25 FE					$29.66
Irrigation Tech	Samsung S25 FE					$29.66
Maintenance Worker II	Samsung S25 FE					$29.66
Sanitation Operator II	Moto					$29.66
Maintenance Worker I	Moto					$29.66
Storm Water Tech II	iPhone 14					$29.66
					Total	$533.88
				Proposed	**13 new lines**	385.58
					Total Monthly	919.46
					Total Annually	11,033.52
					Total 24 months	$22,067.04

	Mobile Communication Services (MCS-2)	**SUNCOM Contract No.: DMS-19/20-006A End User Price List (EUPL)**
DETAILED PRODUCT DESCRIPTION		
VOICE (PER MINUTE) RATE PLAN	**SOC CODE**	**CONTRACT PRICE**
(Flat Rate) Per Minute Voice Plan	ODNN00360	4.0¢ Nationwide Rate with 500 Mobile-to Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage

Example: (Flat Rate) Per Minute Voice Plan (4.0¢ Nationwide Rate with 500 Mobile-to-Mobile minutes and 500 Nights & Weekend minutes with $0.04 Overage) plus MSG3 (Unlimited Messages (SMS/MMS)) for $5.15 = $5.15/month plus any per minute voice charges.

Government Nation Flat Rate Voice Plan
AT&T Government Nation Flat Rate lets you pay by the minute with a flat per-minute rate on calls made or received anywhere on the AT&T network, and you can take advantage of our national network with no roaming charges. Available only to Government customers with a qualified wireless Government agreement from AT&T ("Government Agreement") and their respective Corporate Responsibility Users ("CRUs"). Flat Rate Plans are only available to customers' CRUs whose principal residence or principal Government office is within an eligible AT&T Wireless network area that has been fully integrated and has the system capacity to support Flat Rate Plans.

Minute Increment Billing and Usage
Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the
last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Unanswered outgoing calls of 30 seconds or longer will incur airtime.

Mobile to Mobile Minutes
If applicable to your plan, Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail are not included.

Nights and Weekends
Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your Service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

VOICE POOLED MINUTE PLANS	SOC CODE	CONTRACT PRICE
100 Min Pooled Voice Plan (Nationwide)	GOVP100	$18.54, 25¢/min over 100; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes
200 Min Pooled Voice Plan (Nationwide)	GOVP200	$20.60, 25¢/min over 200; unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes
300 Min Pooled Voice Plan (Nationwide)	GOVP300U	$23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
400 Min Pooled Voice Plan (Nationwide)	GOVP400U	$24.99, 25¢/min over 400; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
500 Min Pooled Voice Plan (Nationwide)	GOVP500	$31.93, 25¢/min over 500; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
600 Min Pooled Voice Plan (Nationwide)	GOVP600	$32.99, 25¢/min over 600; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
700 Min Pooled Voice Plan (Nationwide)	GOVP700	$33.99, 25¢/min over 700; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
800 Min Pooled Voice Plan (Nationwide)	GOVP800	$39.14, 25¢/min over 800; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
900 Min Pooled Voice Plan (Nationwide)	GOVP900	$41.20, 25¢/min over 900; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
1000 Min Pooled Voice Plan (Nationwide)	GOVP1000	$45.32, 25¢/min over 1000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes
6000 Min Pooled Voice Plan (Nationwide)	GOVP6000	$131.84, 25¢/min over 6000; unlimited Mobile-to-Mobile minutes, and unlimited Nights & Weekend minutes

Government Voice Pooled Nation Plan

Customer's Corporate Responsibility User's (CRU's) may activate service on the Government Voice Pooled Nation Plans described above ("Pooled Plans"). Government CRU's on a Pooled Plan aggregate, or "pool", their Anytime Minutes in a single account (a "Pool"). Every billing cycle, each CRU first uses his or her Anytime Minutes. If a CRU does not use all his or her Anytime Minutes, it creates an underage in the amount of unused Anytime Minutes ("Under Minutes"). If a CRU

uses more than his or her Anytime Minutes, it creates an overage with respect to Anytime Minutes ("Over Minutes"). The Pool's Under Minutes and Over Minutes are then aggregated respectively and compared. If the aggregate Under Minutes exceeds the aggregate Over Minutes, then no CRU in the Pool pays Additional Minute charges. If the aggregate Over Minutes exceeds the aggregate Under Minutes, then the ratio of Under Minutes to Over Minutes is applied to the Anytime Minutes of each CRU in the Pool with Overage Minutes, resulting in monetary credit against the corresponding Additional Minute charges. For example, if a Pool has 900 Under Minutes and 1000
Over Minutes (90%), then each CRU with Over Minutes will receive a credit equal to 90% of his or her Additional Minute charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Pool; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and end users on prior versions of AT&T's wireless pooled plans, including but not limited to Government National Pooled Plans and Government Local Pooled Plans, cannot be in the same Pool. End users on non-pooling wireless plans from AT&T may be included in the same account as CRUs on the Pooled Plans; however, these non-pooling end users will not receive the pooling benefits or contribute Anytime Minutes to the Pool. Mobile-to-Mobile Minutes, Night & Weekend Minutes and/or any other promotional minutes are not included in a Pool. Nights and Weekend Minutes and Mobile to Mobile Minutes cannot be pooled. When your entire pool of minutes has been retired, additional minutes inside the AT&T Government Pooled Nation plan National Service Area is $0.25 each. Call-forwarded minutes are charged at the additional airtime per-minute rate of the rate plan. Consolidated invoicing required.

UNLIMITED VOICE PLAN	SOC CODE	CONTRACT PRICE
Unlimited Voice Plan (Nationwide)	BN7NM0A60	$49.99

Unlimited Voice Services
Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your Service or change your plan to one with no unlimited usage components. Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If AT&T finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, AT&T may, at its option terminate your Service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the CRU's service.

PER MEGABYTE; DATA PLAN	SOC CODE	CONTRACT PRICE
Per MB; Data	MPPU	Allowed on feature phone only ($0.00 MRC, $2.00/MB overage)

Pay Per Use Data Plan
Provides Pay-Per-Use (PPU) data. PPU plan is auto-attached to all activations. Mobile Web Data Packages are Bolt-On features for handset browsing and CANNOT be used on BlackBerry, iPhone, LaptopConnect, or Smartphone devices Note: Data Pay Per Use is available. However, customers should be discouraged from using PPU with these equipment types due to potential high usage charges. These plans should NOT be used for Tethering customers. Customers may be removed from these plans if improper usage is determined. These plans do NOT include International Roaming! Connect to the mobile web, email, search applications and more. Customer must have a voice plan provisioned. Feature(s) must be added on a per line basis.

SMARTPHONE HOTSPOT/TETHERING DATA PLANS	SOC CODES	CONTRACT PRICE
5GB Hotspot/Tethering Pooled Data Plan (Does Not Include Messaging) MSG3 (Unlimited Messaging) may be added depending on the voice plan selected	BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E	$32.96, $0.015 per MB over 5GB (Pooled)

Example: GOVP300U ($23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus BDPIP50E ($32.96, $0.015 per MB over 5GB (Pooled)) = $56.65/month. If you need unlimited messaging, you add the MSG3 (Unlimited Messages (SMS/MMS)) for $0.00 = $56.65/month.

Government Data Pooled Nation Plan

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to

Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company's Government Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at www.att.com/abs-addtl-terms. Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

AT&T Data Plans with Tethering

Tethering is a wireless or wired method in which your AT&T mobile device is used as a modem or router to provide a Internet Access connection to other devices, such as laptops, netbooks, tablets, Smartphones, other phones, USB modems, network routers, mobile hotspots, media players, gaming consoles, and other data-capable devices. AT&T data plans with tethering enabled may be used for tethering your AT&T Mobile device to other devices. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service (early termination charges may apply).

UNLIMITED SMARTPHONE DATA PLANS	SOC CODES	CONTRACT PRICE
Unlimited Data Plan (Includes Unlimited Messaging)	RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	$23.69
Unlimited Data Plan (Does Not Include Unlimited Messaging)	RLTESMTE2, RLTETBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTETBW7, LTBTBW7SV, LTBTBWS7	$23.69

Example: GOVP300U ($23.69, 25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus RLTEEMB1 ($23.69, Unlimited Data Plan with Unlimited Messaging) = $47.38/month.

Intended Uses Of AT&T's Wireless Data Service

AT&T's wireless data network is a shared resource, which AT&T manages for the benefit of all of its customers so that they can enjoy a consistent, high-quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of AT&T's wireless data service are permitted and others are prohibited. The terms and conditions of your use of **AT&T's wireless data service are set forth below**

Permitted Activities. AT&T's wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and I using applications and content without excessively contributing to network congestion.

You agree to use AT&T's wireless data services only for these permitted activities

Prohibited Activities: AT&T's wireless data services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law, (b) hinders other customers' access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, I adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service, (i) tethers a wireless device to a computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and you have not subscribed to a specific data plan designed for this purpose, or (j) there is a specific data plan required for a particular use and you have not subscribed to that plan.

The following specific uses of AT&T's wireless data service are prohibited

• AT&T's wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of AT&T's wireless network or systems, or another entity's network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources. For example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or

unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; “denial of service” attacks against a network host or individual user; and “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk e-mail).

• AT&T’s wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers’ access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; “autoresponders,” “cancel-bots,” or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection would otherwise be idle or any “keep alive” functions, unless they adhere to AT&T data retry requirements (as may be modified from time to time).

• AT&T’s wireless data services also may not be used with high bandwidth applications, services and content that is not optimized to work with AT&T’s wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet AT&T’s wireless data services optimization requirements. You agree not to use AT&T’s wireless data services for any of these prohibited activities. AT&T’s Rights to Ensure Compliance. You agree that AT&T has the right to take any and all actions necessary to enforce this Section 4.2 if you use AT&T’s wireless data services in any manner that is prohibited, including, but not limited to, the following actions:

• AT&T may modify, without advance notice, the permitted and prohibited activities, and the optimization requirements for your wireless data services;

• AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;

• AT&T may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle. AT&T will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a bill insert, email, text message or other appropriate means;

• AT&T may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network. Details concerning the information that AT&T collects about its customers, and how it uses and protects that information are addressed in the AT&T Privacy Policy (see att.com/privacy);

• If you are an AT&T unlimited data plan customer, AT&T may migrate you from the unlimited data plan to a tiered data plan and bill you the appropriate monthly fees. We will provide you with notice of this change at least one billing cycle in advance either by a bill insert, email, text message, or other appropriate means;

• AT&T may interrupt, suspend, cancel, or terminate your wireless data services without advance notice.

Unlimited Data Customers

If you are a grandfathered AT&T unlimited plan data service customer, you agree that “unlimited” means you pay a fixed monthly charge for wireless data service regardless of how much data you use. You further agree that “unlimited” does not mean that you can use AT&T’s wireless data service in any way that you choose or for any prohibited activities, and that if you use your unlimited data plan in any manner that is prohibited, AT&T can limit, restrict, suspend or terminate your data service or switch you to a tiered data plan.

ALL INCLUSIVE PLANS

UNLIMITED VOICE PLAN BUNDLES	SOC CODE COMBINATION	CONTRACT PRICE
Unlimited Voice and Unlimited Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTESMTE2, RLTETBW7, RGOVEJN1, LTETBW7V, LTETBW7, RLTTBW7VG, RLTTBW7G, LTBTBW7, RLTBTBW7G, LTBTBW7V, RLTETBW7, LTBTBW7SV, LTBTBWS7	$49.99
Unlimited Voice, Unlimited Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: RLTEEMB1, RLTEEMB2, RHSEMB1, RHSEMB2, RGOVEJB5, RLTEMB1VG, RLTEMB1G, RLTBEMB1V, RLTBEMB1G	$49.99
Unlimited Voice and 5GB Pooled Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E	$49.99
Unlimited Voice, 5GB Pooled Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: BDPP50, BDPSML50, BDPBB50E, BDPBL50E, BDPIP50E, BDPIPS50E PLUS MSG3	$49.99
Unlimited Voice and Unlimited Hotspot/Tethering Data	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$59.99
Unlimited Voice, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	BN7NM0A60 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$59.99

ALL INCLUSIVE PLANS CONTINUED		
VOICE POOLED MINUTE PLAN UNLIMITED HOTSPOT/TETHERING BUNDLES	**SOC CODE COMBINATION**	**CONTRACT PRICE**
100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP100 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$52.23
100 Min Pooled Voice Plan (Nationwide) 25¢/min over 100; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP100 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$52.23
200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP200 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$54.29
200 Min Pooled Voice Plan (Nationwide) 25¢/min over 200; Unlimited Mobile-to-Mobile minutes, and 5000 Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP200 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$54.29
300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP300U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$57.38
300 Min Pooled Voice Plan (Nationwide) 25¢/min over 300; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP300U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$57.38
400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP400U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$58.68
400 Min Pooled Voice Plan (Nationwide) 25¢/min over 400; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP400U PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE,	$58.68

	GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	
500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$65.62
500 Min Pooled Voice Plan (Nationwide) 25¢/min over 500; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP500 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$65.62
600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$66.68
600 Min Pooled Voice Plan (Nationwide) 25¢/min over 600; Unlimited Mobile-to-Mobile minutes, and 5 Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP600 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$66.68
700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$67.68
700 Min Pooled Voice Plan (Nationwide) 25¢/min over 700; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP700 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$67.68
800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$72.83
800 Min Pooled Voice Plan (Nationwide) 25¢/min over 800; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP800 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$72.83

900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$74.89
900 Min Pooled Voice Plan (Nationwide) 25¢/min over 900; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP900 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$74.89
1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes and Unlimited Hotspot/Tethering Data only	GOVP1000 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$79.01
1000 Min Pooled Voice Plan (Nationwide) 25¢/min over 1000; Unlimited Mobile-to-Mobile minutes, and Unlimited Nights & Weekend minutes, Unlimited Hotspot/Tethering Data, and Unlimited Messaging	GOVP1000 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV PLUS RGOVMSG3	$79.01

Example: GOVP300U (25¢/min over 300; unlimited Mobile-to-Mobile minutes, and unlimited Mobile-to-Mobile minutes) plus GSA3IUNAT (Unlimited Hotspot/Tethering Data) plus RGOVMSG3 (Unlimited Messages (SMS/MMS)) = $57.38/month.

*STANDALONE SMARTPHONE UNLIMITED HOTSPOT/TETHERING DATA PLAN WITH NATIONWIDE FLAT RATE VOICE PLAN BUNDLE	SOC CODE	CONTRACT PRICE
Unlimited Hotspot/Tethering Data Plan for $35.99/month when bundled with our Nationwide Flat Rate Voice Plan at $0.05/minute with Unlimited Mobile to Mobile and Unlimited Nights and Weekends **Note**: Unlimited Messaging (SMS/MMS) code RGOVMSG3 may be added for no additional charge	ODNN0007 PLUS ONE OF THE FOLLOWING: GSA3IUNAT, GSA3IUNVT, GSALBUNVT, GSALBUNTE, GSABBUNVT, GSABBUNTE, GSA4IUNAT, GSA4IUNVT, GSASPUNAT, GSALUNLTE, GSALUNTEV	$35.99 and 5.0¢/Minute

TABLETS, MI-FI, NETBOOKS, AIRCARDS DATA PLANS	SOC CODES	CONTRACT PRICE
5GB Cross Device Pooling: Tablets, Mi-Fi, Netbooks, and Aircards	BDPDC50, BDPDCL50, BDPPAD50, BDPPDL50	$33.99, $0.015 per MB over 5GB (Pooled)

Government Data Pooled Nation Plan

Make managing your mobile workforce easier than ever. Pooled wireless data access is a simple and economical way to share data among Corporate Responsibility Users (CRUs). Workers use the data they need. Light users and heavy users can help balance each other out. It's a smart way to help control costs. Within a single Billing Account Number ("BAN"), CRUs activated on separate Government Pooled Nation for Data Plans are combined to create a "Data Pool." Every billing cycle, each CRU first uses his or her plans included domestic data usage ("Included Usage"). If a CRU does not use all his or her Included Usage, it creates an underage in the amount of the unused KB of data usage ("Under Usage"). If a CRU uses more than his or her Included Usage, it creates an overage in the amount of the excess KB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each CRU and Over Usage amounts for each CRU are then aggregated respectively and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount, then the difference is allocated among each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice equal to the amount of each such CRU's additional data usage charges. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount, then the ratio of Under Usage to Over Usage is applied equally to the data usage of each CRU in the Data Pool with Over Usage, resulting in a credit on the invoice against each such CRU's corresponding additional data usage charges to partially offset such charges. For example, if a Data Pool has 900 Under Usage KB and 1000 Over Usage KB (which means a ratio of 90%), then each CRU with Over Usage will receive a bill credit equal to 90% of his or her additional data usage charges. CRUs changing price points or migrating Government Pooled Nation for Data plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Data Pool within a Foundation Account Number; however, CRUs in one Data Pool cannot take advantage of another Data Pools Under Usage, and each CRU can only participate in one Data Pool at a time. AT&T reserves the right to limit the number of CRUs in a Data Pool due to

Government needs and system limitations. CRUs on non-pooling AT&T plans may be included in the same BAN as CRUs on Government Pooled Nation for Data Plans; however, these non-pooling CRUs will not receive the pooling benefits or contribute Included Usage to other CRUs in a Data Pool. Additional terms and conditions apply – for details, see your company's Government Agreement, including without limitation, the "Enterprise Customers: Additional Service and Equipment Related Terms" found at www.att.com/abs-addtl-terms. Wi-Fi: Wi-Fi enabled device required. Wi-Fi access includes AT&T Wi-Fi Basic. Other restrictions apply. See attwifi.com for details and locations. International roaming not included.

AT&T Custom Key Enterprise Unlimited

After 50GB, AT&T may temporarily slow data speeds if the network is busy

Choose a plan for your device

Plan	Eligible Device	Services	Monthly Service Charge
Custom Key Enterprise Unlimited without Tethering	Smartphone	Unlimited data, talk, and text	$39.99
	Tablet or other qualified data-only device	Unlimited data	$40.00
Custom Key Enterprise Unlimited with Tethering	Smartphone	Unlimited data, talk, and text	$44.99
	Tablet or other qualified data-only device	Unlimited data	$45.00
Custom Key Enterprise Unlimited with Tethering X	Smartphone	Unlimited data and talk	$44.99
Custom Key Enterprise Unlimited Plus	Smartphone	Unlimited data, talk, and text and AT&T Business Fast Track for up to 50GB of eligible data*	$54.99
	Tablet or other qualified data-only device	Unlimited data and AT&T Business Fast Track for up to 50GB of eligible data*	$55.00

Taxes and fees extra.

* Feature applies to eligible data originating and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prior ahead of all other data traffic (as other data traffic may receive a similar or higher priority level) or provide priority access or preemption capabilities. Other restrictions apply.

Custom Key Enterprise Unlimited plans also offer:

- 5G/5G+ access1
- High Definition streaming (with Video Management feature turned off)[2]
- International perks:3
  - Unlimited talk from the U.S. to Mexico and Canada
  - No roaming charges for plan use while in Mexico and Canada

[1] Req's compatible plan and device. Coverage not available everywhere. Learn more at att.com/5Gforyou.

[2] Video typically streams at standard-definition. Content bundled with video may be slow to load. Go to att.com/pre settings to view in higher definition. Details at att.com/VideoFeature.

[3] Compatible device required. Pay-per-use rates apply to calls made to other countries. Roaming usage may be at restrictions apply.

ALL CUSTOM KEY ENTERPRISE UNLIMITED PLANS: For Corporate Responsibility User (CRU) lines of service only. Each plan is limited to one line and requires a compatible smartphone or qualified data-only device (sold separately). All wireless services are subject to terms and conditions of contract no: DMS-19/20-006A. ADDITIONAL MONTHLY FEES AND TAXES: Apply per line and include Regulatory Cost Recovery Fee (up to $1.50), Administrative Fee ($1.99) and other AT&T fees which are not government-required surcharges (including without limitation a Property Tax Allotment surcharge of $0.20-$0.45 applied per CRU's assigned number), as well as government taxes. Additional one-time Fees may apply. See att.com/mobilityfees for more details. UNLIMITED DATA: For use in the United States (the Domestic Coverage Area or DCA), Mexico and Canada. AT&T service is subject to AT&T network management practices. See att.com/broadbandinfo for details. DATA RESTRICTIONS: After 50 GB of data usage on a line in a bill cycle, for the remainder of the cycle AT&T may slow data speeds on that line when the network is busy. 5G SERVICE: Requires compatible 5G device and plan. 5G service may not be available in your area. See att.com/5Gforyou for coverage details. 5G+ SERVICE: Requires compatible 5G+ device and plan. 5G+ service is only available in very limited parts of select cities. See att.com/5Gforyou for cities. Compatible 5G+ device will display 5G+ coverage indicator when used in an area where 5G+ coverage is available. Other restrictions apply. VIDEO STREAMING: Plan includes the Video Management feature. We aim to render streaming video in standard- definition (max of 2 Mbps for customers on both 5G-enabled devices and rate plans or 1.5 Mbps for devices or plans not compatible with 5G), though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at att.com/premier. Details at att.com/VideoFeature. UNLIMITED TALK: Compatible phone an d rat Includes calls within and between DCA, Mexico and Canada. You may be charged for calls to special or premium service numbers and calls to other countries. For rates, see att.com/intlcalling (see AT&T International Calling countries). COVERAGE: Coverage map may include areas that are served by unaffiliated carriers and not on AT&T's owned and operated network (off- net). Coverage is subject to change without notice. OFF-NET USAGE: International and domestic off-net (roaming) data usage may be at 2G speeds. Excessive Off-Net Usage: You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your service(s) may be restricted or terminated. MISCELLANEOUS: Plans are not available in retail stores and select other channels.

Business Agreement Discounts: Plans are not eligible for additional discounts, including but not limited to any service discounts described in the Business Agreement. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED WITHOUT TETHERING PLANS: TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot use is prohibited. UNLIMITED TEXT: For smartphones only. Includes unlimited messages up to 1MB in size within and from DCA, Mexico and Canada. For texting to other countries, see att.com/text2world. Messages sent through applications may incur data or other charges. Advanced Messaging:

Not available for use in Mexico and Canada. Other restrictions apply and can be found at

att.com/advancedmessaging. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED WITH TETHERING PLAN TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot is allowed with compatible device. UNLIMITED TEXT: For smartphones only. Includes unlimited messages up to 1MB in size within and from DCA, Mexico and Canada. For texting to other countries, see att.com/text2world. Messages sent through applications may incur data or other charges. Messaging: Not available for use in Mexico and Canada. Other restrictions apply and can be found at att.com/advanced messaging. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED WITH TETHERING X PLAN: TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot is allowed with compatible device. RESTRICTIONS: Plan does not include any text, picture or video messaging capability. ADDITIONAL TERMS FOR CUSTOM KEY ENTERPRISE UNLIMITED PLUS PLANS: TETHERING/MOBILE HOTSPOT: Tethering/mobile hotspot is allowed with compatible device. AT&T BUSINESS FAST TRACK: Feature uses network-based quality of service technology to provide eligible CRU lines with a differentiated (i.e., enhanced versus “best efforts”) network experience for the first 50GB per month of eligible business data traffic originating on and traversing over the AT&T-owned domestic 4G LTE network (excluding microcells, AT&T Wi-Fi service, and roaming partners’ networks), benefiting you during times of network congestion. Limitations: Feature applies to a maximum of 50GB of eligible data usage per month. After your Business Fast Track allowance is exhausted in a bill cycle, all data traffic will be handled on a “best-efforts” basis until the beginning of the next billing cycle. Feature usage allowance does not rollover. Feature is intended for business application data traffic only and does not (a) prioritize CRU data traffic ahead of all other data traffic (which may receive a similar or higher priority level), (b) provide priority access to available AT&T network resources, or (c) provide preemption capabilities. UNLIMITED TEXT: For smartphones only. Includes unlimited messages up to 1MB in size within and from DCA, Mexico and Canada. For texting to other countries, see att.com/text2world. Messages sent through applications may incur data or other charges. Advanced Messaging: Not available for use in Mexico and Canada. Other restrictions apply and can be found at att.com/advanced messaging.

UNLIMITED DATA CONNECT PLAN	SOC CODES	CONTRACT PRICE
Unlimited Data Connect	LTEDDUG, DDUG, PADUNGOV, LTEPDUNGV, LTETBUNGV, TABUNGOV	$34.99

Data Connect and Laptop Connect plans
These plans provide for unlimited data usage for 3G and 4G/LTE capable Netbooks, Notebooks, Laptops, and USB devices. Plan provides unlimited domestic data. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.

UNLIMITED DATA CONNECT PLAN (Continued)	SOC CODES	CONTRACT PRICE
Unlimited LTE Hotspot/Tethering Data Plan for the Apple iPad	GOVPADUN	$34.99

Data Connect and Laptop Connect plans
This plan provides for unlimited data usage for LTE capable Apple iPad devices. Plan provides unlimited domestic data and unlimited mobile hotspot. Voice calling is Pay-Per-Use (PPU). In-Network and Out-of-Network rates apply.

TELEMETRY DATA PLANS		
RATE PLAN	**SOC CODE**	**CONTRACT PRICE**
1 MB Pooled Plan	PTCJ, PCTJ	$4.00
2 MB Pooled Plan	PCTK, PTCK	$4.50
3 MB Pooled Plan	PTCL, PCTL	$5.00
4 MB Pooled Plan	PTCM, PCTM	$5.50
5 MB Pooled Plan	PTCN, PCTN	$6.00
10 MB Pooled Plan	PTCI, PCTI	$8.50
20 MB Telemetry	WWC5, WWC6	$10.00
50 MB Business Connect Plans	CCPSB14L	$12.00
250 MB LTE Business Connect CCS Pooled Standalone	CCPSA11L	$14.99
1000 MB LTE Business Connect CCS Pooled Stand Alone	CCPSA12L	$24.99
5000 MB LTE Business Connect CCS Pooled Stand Alone	CCPSA13L	$33.99

(Telemetry Data) Government Connect Plans

Are intended for use with machine-to-machine and/or Wireless Wide Area Network (WWAN) applications and not for support of individual remote or mobile workers using a laptop or PDA. For plans designed for laptop and PDA customers, see DataConnect rate plan brochure. AT&T also imposes the following charges: a Regulatory Cost Recovery Fee of up to $1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government-required charge. ELIGIBILITY: Valid eligible Government or government agreement for wireless service required. Government Connect plans are restricted to corporate responsibility end users ("Corporate Responsibility Users" or "CRUs"). Individual responsibility end users (a.k.a. "Sponsorship Employees") may not activate lines under Government Connect plans. Government customer and CRU service address(es) must be within an AT&T-owned wireless network coverage area. Fixed wireless deployments must be installed within an AT&T-owned wireless network coverage area. Ask your AT&T account representative for address verification. Government Connect plans only work with select equipment, features, billing services and service offerings. VOICE CALLING: Voice calling is restricted on the 1MB, 5MB, and 10MB plans. For primary and back0up plans with a voice-capable device, voice calls are $0.40 per minute on AT&T's wireless network and $0.69 per minute for domestic roaming voice calls off AT&T's wireless network. See AT&T Nation® Rate Plan map for voice coverage area. If desired, subscribers may request voice blocking on any rate plan at no additional cost. MESSAGING: The default rate is $0.20/message for Text/Instant Messages and $0.30/message for Picture/Video Messages. Charges for international messages from the U.S. are $0.20/message for Text Messages and $0.50/message for Picture/Video Messages. Additional charges for premium content apply. MISCELLANEOUS: AT&T strongly encourages the use of compatible customer-provided and/or third-party security solutions, such as virtual private networks (VPNs). Additional eligibility, billing, usage and other restrictions and terms apply. See General Terms and Conditions and applicable Additional Terms that follow. I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S GOVERNMENT CONNECT WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH SUCH WIRELESS DATA SERVICES AND WIRELESS CONTENT. AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for circumscribed purposes and pricing for Data Services is device dependent, based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. Compatible data-enabled wireless device required. Usage/Billing: Usage and monthly fees will be charged as specified in your plan. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULLMINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadbandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. See applicable rate plan materials for

complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems. Voice: If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on AT&T's wireless network are $0.40 per minute and $0.69 per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan. Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands. International Roaming: See att.com/wireless international or dial 866.246.4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States. Cancellations/Early Termination Fee: An Early Termination Fee of $175 may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. For Service activated on or after May 25, 2008, the Early Termination Fee will be reduced by $5 for each full month toward your minimum term that you complete. You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement. Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints. Information/Content: Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION OR CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE,

STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among AT&T's content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every Government or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever. Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for Wireless Wide Area Network (WWAN) applications (e.g. machine-to-machine connections). While most common uses for Wireless Wide Area Network (WWAN) applications are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications; (ii) "auto-responders," "cancelbots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iii) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (iv) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (v) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/ or for the operation of servers, is prohibited. Furthermore, plan s (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies. Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Changes to the terms and conditions: These terms and conditions may be changed from time to time. AT&T will post the most current version of these terms and conditions at https://www.wireless.att.com/businesscenter/en_US/pdf/legal/large-business-GTCs-061619.pdf or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions. Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC

and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third -party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible. Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of an y sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited. Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/Acceptable Use Policy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information. Intellectual Property: All trademarks, service marks and trade names used on, or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of A T&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner.

II. ADDITIONAL TERMS APPLICABLE TO GOVERNMENT CONNECT FOR SPECIFIC WIRELESS DATA SERVICES, TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING. Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/ Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. Fixed wireless deployments: INSTALLATION MUST BE WITHIN AN AT&T-OWNED WIRELESS NETWORK COVERAGE AREA AND USAGE OF THE SERVICES ON OTHER CARRIERS' WIRELESS NETWORKS ("OFFNET USAGE") IS PROHIBITED. If your fixed wireless deployment incurs any off-net usage, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your

agreement. Mobile wireless deployments: If your mobile wireless deployment Off-net Usage exceeds 10% of the kilobytes included with your plan during any two consecutive months, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. Government Connect plans (excluding $29.99 plan): Consolidated billing is required. WIN Advantage® may also be required. AT&T will not provide Customer Care support on an individual subscriber basis, including without limitation, 611 calls from the device into the AT&T Customer Care support center. For Customer Care support, you must go through one designated contact, such as your telecom manager or system administrator, for all your CRUs under the plan. Pooling: Within a single Foundation Account (FAN), Customer's CRUs with pooling on an eligible Government Connect Plan ("Pooled Plan") aggregate or "pool" their included data usage ("Included Usage"), creating a "Pool." To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her included usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceed the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1,000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time proration(s) or other minor impacts to the credit calculation. Customer may have more than one Poolwithin a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to Government needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Telemetry connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on pooled plans; however, these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a pool.

MESSAGING PLANS	SOC CODE	CONTRACT PRICE
200 Messages (SMS/MMS)	RMSG1	$0.00, 10.0¢/message over 200
*Unlimited Messaging (SMS/MMS) SOC Code *(should be used when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a feature phone or when a Flat Rate Voice Plan, Pooled Voice Plan, or Unlimited Voice Plan is added to a smartphone with a 5GB Pooled Hotspot/Tethering Data Plan otherwise, it is $5.15)	MSG3	*$0.00/$5.15
**Unlimited Messaging (SMS/MMS) SOC Code (Should be used when adding a pooled minute voice plan or unlimited voice plan to a smartphone Unlimited Hotspot/Tethering Data Plan otherwise, it is $5.15)	RGOVMSG3	**$0.00/$5.15

ENHANCED PUSH TO TALK PLANS (ePTT)	SOC CODES	CONTRACT PRICE
Enhanced PTT Bolt-On with a Non-Flat Rate Plan	EPPT05, EPTT05F, EPTTAPNLB	$3.00, Unlimited ePTT
Enhanced PTT Bolt-On with a Flat Rate Plan	EPTT1999, EPTT1999F	$10.00, Unlimited ePTT
Enhanced PTT Standalone Price Plan	EPTT030, EPTTAPNLR	$18.99, Unlimited ePTT only
Enhanced PTT Integrated Dispatch Software	EPTTDP, FNEPTTDP1, FNIDC	$30, Per License

Enhanced Push to Talk Plans
AT&T Enhanced Push-to-Talk ("Enhanced PTT") is an IP-based end-to-end communications and applications platform that provides sub-second connections, advanced features that operate on a broad portfolio of compatible smartphone and rugged phone devices, and integration with various advanced mobility applications for use on the AT&T wireless data network and compatible Internet-connected networks.

General
Enhanced PTT subscribers can hold near-instant voice communications with individuals and groups of up to 250 designated users with compatible devices ("End Users") on AT&T's wireless data network and compatible Wi-Fi networks. Using the online Corporate Administrator Tool, subscribers can create lists of up to 1,000 contacts and view their contacts' availability in real time through the use of status indicators. In addition, supervisors can override PTT calls in order to communicate time-sensitive messages to their teams. Using the optional Integrated Dispatch feature, subscribers can view End Users' locations on a map and record PTT communications with the administrator's PC. Using the optional Interoperability Feature, EPTT users can communicate with Land Mobile Radio and other external PTT networks using additional equipment, services and/or software available from third -party providers.

Enhanced Push to Talk Integrated Dispatch Software
Integrated Dispatch allows a dispatcher to operate from a centralized corporate facility and manage the activities for a set of mobile Enhanced Push-to-Talk users (also called fleet members) working in the field. This enables an organization to effectively manage day to day dispatch operations and rapidly respond to incidents, urgent situations, customer requests, facility events, and other situations that require quick actions. Managing your mobile users is easier than ever with the ability to see the location and PTT availability status of your group in near real-time. Using Integrated Dispatch, your administrators can view all of their EPTT users on a map, send and receive individual or group calls, send highly secure messages & files, and more – all from the convenience of a web-browser solution.

Important Information

Software: Enhanced PTT (the "Service") consists of client software that is installed on supported devices that operate on the AT&T wireless data network and compatible Internet-connected networks. Use of the service on supported smartphones and PCs requires download and installation of the Enhanced PTT client software onto such devices. Other software on an end user's device may impair performance. Customer and its end users must accept the EPTT End User License Agreement that may be found at www.att.com/eptteula prior to Customer's installation and use of the Enhanced PTT software on their devices and PCs. Use of Integrated Dispatch software requires acceptance of the Integrated Dispatch End User License Agreement presented during installation. AT&T or its suppliers retain all right, title and interest, including, without limitation, all intellectual property rights, in and to all such software. SERVICE LIMITATIONS: ENHANCED PTT IS NOT INTENDED FOR USE IN EMERGENCY OR CRITICAL COMMUNICATIONS SETTINGS, OR WHERE ENCRYPTION IS REQUIRED FOR END-TO-END DATA IN TRANSIT. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. If the Customer attempts to access Enhanced PTT via a custom Access Point Name (APN), through a firewall or from a network that does not meet the specified network access criteria defined at Enabling Requirements, the Service will not work. Enhanced PTT service is not compatible with traditional circuit - switched voice calls or certain other AT&T wireless services, including, without limitation, voice mail/Visual Voice Mail, AT&T Address Book, and Wireless Priority Service. The Service requires use of a supported wireless device or a Personal Computer running Windows Vista OS or higher ("PC"). Use of the Enhanced PTT client for PCs may require that the PC be connected to AT&T's wireless network through an integrated modem/aircard or mobile hotspot device with a qualified data plan service. A list of supported devices is available at www.att.com/eptt, which is subject to change. The user interface and service performance may vary by device, and Integrated Dispatch features may not be compatible with all wireless devices. The Service is available to Customers with a qualified AT&T Government or government agreement ("Enterprise Agreement") and their associated corporate responsibility users ("CRUs") and individual responsibility users ("IRUs"). It may not be available for purchase in all areas, and not all service features and functionality are available on all supported devices. The Corporate Administrator Tool, Integrated Dispatch and Enhanced PTT client for PCs are only available for use with CRUs. Service performance is subject to transmission limitations and terrain, system, capacity and other limitations. The Service is not compatible with devices provisioned through the AT&T Control Center or Enterprise On Demand platforms. Enhanced PTT is designed to work only over AT&T's domestic wireless data network footprint and for AT&T subscribers over compatible Wi-Fi networks. Enhanced PTT is disabled while using domestic or international roaming cellular wireless networks. Wireless data coverage is not available in some areas. AT&T mobility coverage maps are available at https://www.att.com/maps/wireless-coverage.html. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Usage of Enhanced PTT on networks other than the AT&T wireless data network is dependent on proper configuration and quality of the network connection (see Enabling Requirements for details). AT&T is unable to provide troubleshooting or configuration assistance for third -party network connections and may be limited in its ability to troubleshoot service problems for transmissions made using such networks. AT&T provides no customer support in this regard other than verifying connectivity to the AT&T network and the Service.

AT&T WIRELESS BROADBAND (AWB)

RATE PLAN	MONTHLY DATA CHARGE	RESTRICTIONS
AT&T Wireless Broadband Standard	$75.00	Data speeds up to 25 Mbps. AT&T may temporarily slow data speeds if the network is busy.
AT&T Wireless Broadband Advanced	$85.00	Data speeds up to 50 Mbps. AT&T may temporarily slow data speeds if the network is busy.
AT&T Wireless Broadband Premium	$105.00	Data speeds up to 100 Mbps. AT&T may temporarily slow data speeds if the network is busy.

Fees extra. Advertised pricing is only for plans currently offered to new and existing customers as of March 26, 2024.
* 5G/5G+ service requires a compatible device. Coverage not available everywhere. 5G+ is offered in limited locations in specific cities. See www.att.com/5Gforyou for details. Plans have maximum data speeds and thus may not enable you to experience the highest available speeds when accessing 5G/5G+ services.
** Video typically streams at standard definition. Content bundled with video may be slow to load. Go to www.att.com/myatt or www.att.com/premier (as applicable) to change your settings to view in higher definition. Details at www.att.com/VideoFeature.
Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited under provisions in the Acceptable Use Policy at www.att.com/aup). When used indoors, plans require sufficient in building cellular coverage for optimal performance.
Data throughput speeds are capped at a maximum available data speed, which may not provide you with the highest speed available in a location at a specific point in time. Each plan's "up to" data speed is not guaranteed to be your actual speed; actual speeds vary & may be affected by a number of factors, including your proximity to a cell site, cell site capacity, the number of other users connected to the same cell site, terrain, AT&T network management practices, your applications, and your in-building coverage. Data throughput speeds of up to 50 Mbps and up to 100 Mbps require a device with a Category 18 or higher modem & use where enhanced AT&T 4G LTE-Advanced service or 5G/5G+ service is available.
AT&T WIRELESS BROADBAND STANDARD, ADVANCED & PREMIUM PLANS: Available only to government customers with a qualified wireless service agreement. For Corporate Responsibility User (CRU) lines of service only. Plans offer a wireless internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly via a mobile wireless connection to the AT&T network. All wireless services are subject to the terms and conditions of your agreement. Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited by your agreement.
AVAILABILITY: When used indoors, plan requires sufficient in-building cellular coverage to work optimally. Many things can affect the availability and quality of your wireless service including, but not limited to, your device and applications, your proximity to the cell site, cell site capacity, terrain, buildings, foliage, AT&T network management practices, and weather. You should assess whether there is sufficient cellular coverage (in building or otherwise) at your desired location(s).

DEVICES: Each plan is limited to one CRU line and requires a qualified mobile hotspot device (sold separately) supporting business applications.
OTHER RESTRICTIONS & FEES: Activation/upgrade fee per line (up to $50) & deposit may apply. If you purchased a device that requires a service term commitment, an Early Termination/Cancellation Fee applies if you cancel service after the first 30 days & before your service term ends. See www.att.com/equipmentETF for details on what fee may apply for your device and how the fee is prorated over time. Credit approval may be required. AT&T reserves the right to suspend or terminate service to your account, place any noncomplying device on an appropriate plan, and/or add any other required element of a plan.
ADDITIONAL MONTHLY FEES & TAXES: Apply per line & include Regulatory Cost Recovery Charge (up to $1.50), Administrative Fee (up to $1.99), Property Tax Allotment surcharge ($0.20-$0.45) & other AT&T fees which are not government-required surcharges, as well as government taxes. Additional one-time Fees may apply. See www.att.com/mobilityfees for more details.
UNLIMITED DATA: For use in the United States (Domestic Coverage Area or DCA) only. All AT&T service is subject to AT&T network management practices. See www.att.com/broadbandinfo for details. Tethering/mobile hotspot use is allowed with compatible devices.
DATA SPEEDS: AT&T Wireless Broadband Standard has a maximum data speed of 25 Mbps, AT&T Wireless Broadband Advanced has a maximum data speed of 50 Mbps, and AT&T Wireless Broadband Premium has a maximum data speed of 100 Mbps. 50 Mbps and 100 Mbps maximum data speeds require (a) a device capable of using enhanced AT&T 4G LTE-Advanced technologies or 5G/5G+ service and (b) use where those respective services are available. Speeds vary, may be affected by a number of factors, and are not guaranteed.
DATA RESTRICTION: AT&T may temporarily slow data speeds if the network is busy.
VIDEO STREAMING: Plans include the Video Management feature. We aim to render streaming video in standard definition (max of 2 Mbps for customers on both 5G-enabled devices and rate plans or 1.5 Mbps for devices or plans not compatible with 5G) though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at www.att.com/myatt or www.att.com/Premier. Details at www.att.com/VideoFeature.
5G SERVICE: Requires a compatible 5G device. Coverage not available everywhere. See www.att.com/5Gforyou for details. Because AT&T Wireless Broadband Standard, Advanced, and Premium plans have maximum data speeds, you may not experience the highest available speeds when accessing 5G service.
5G+ SERVICE: Requires a compatible 5G+ device. Coverage available only in limited locations in specific cities. See www.att.com/5Gforyou for cities. Because AT&T Wireless Broadband Standard, Advanced, and Premium plans have maximum data speeds, you may not experience the highest available speeds when accessing 5G+ service. Other restrictions apply.
COVERAGE: Coverage map may include areas that are served by unaffiliated carriers & not on AT&T's owned and operated network (off-net). Coverage is not available everywhere, subject to change without notice, and not guaranteed.
OFF-NET USAGE: Domestic off-net (roaming) data usage may be at 2G speeds. Plans do not permit international roaming. Excessive Off-Net Usage: You get an off-net (roaming) usage allowance for each service (see Additional Service and Equipment-Related Terms at www.att.com/abs-addtl-terms or comparable provisions in your Business Agreement). If you exceed the allowance, your service(s) may be restricted.

AT&T INTERNET AIR FOR BUSINESS

RATE PLAN	MONTHLY SERVICE CHARGE	ADDITIONAL FEATURES	DATA RESTRICTIONS
AT&T Internet Air for Business Standard	$65	Video Management feature - helps preserve bandwidth by slowing data recognized as video to Standard Definition (feature can be turned off/back on)	AT&T may temporarily slow data speeds if the network is busy.
AT&T Internet Air for Business Premium	$105	Higher level of priority for first 250GB of data Video Management feature - helps preserve bandwidth by slowing data recognized as video to Standard Definition (feature can be turned off/back on	After 250GB, AT&T may temporarily slow data speeds if the network is busy.

AT&T Internet Air for Business Limitations: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to others. Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited under www.att.com/aup).

AT&T INTERNET AIR™ FOR BUSINESS STANDARD & AT&T INTERNET AIR FOR BUSINESS PREMIUM PLANS: Available only to government customers. For Corporate Responsibility User (CRU) lines of service only. Plans offer a wireless high-speed internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network. All wireless services are subject to the terms and conditions. Plans are not intended for consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi and may not be used in any manner prohibited under www.att.com/aup).

AVAILABILITY: Not available for use at residential locations. To qualify for AT&T Internet Air™ for Business service, you must have a non-residential business service address in an AT&T-owned and operated coverage area that is eligible for AT&T Internet Air™ for Business. Service areas for AT&T Internet Air™ for Business are determined by coverage and capacity availability on the local mobile network and may change from time to time. If your service is cancelled or terminated, you may not qualify to reactivate the service if your location is deemed no longer eligible. When used indoors, plans also require sufficient in building cellular coverage to work optimally. You should assess whether there is sufficient in building coverage at your desired location prior to purchase.

SERVICE RESTRICTIONS: You may not use AT&T Internet Air™ for Business at any address other than your designated service address without AT&T's express prior written approval. If you use AT&T Internet Air™ for Business at a location other than your designated service address without such approval, the service may not operate as intended.

DEVICES: Each plan is limited to one CRU line and requires a qualified, data-only wireless router (sold separately) supporting business applications.

ADDITIONAL MONTHLY FEES & TAXES: Apply per line & include Regulatory Cost Recovery Fee (up to $1.50), Administrative Fee (up to $1.99), Property Tax Allotment Fee ($0.20-$0.45) & other AT&T fees which are not government-required surcharges, as well as government taxes. Additional one-time Fees may apply. See www.att.com/mobilityfees for more details.

DATA: For use in the United States at your designated service address only. All AT&T service is subject to AT&T network management practices. See www.att.com/broadbandinfo for details. Tethering/mobile hotspot use is allowed with compatible devices.
DATA SPEEDS: The speed of AT&T Internet Air™ for Business service is very dependent upon the connection your wireless router can achieve with the AT&T mobile network. Many things can affect the availability and quality of your service including, but not limited to, your proximity to the cell site, the position of your device within your location, local congestion caused by use of network capacity by high numbers of users simultaneously using data intensive applications in the vicinity of the cell tower serving your designated service address, blockage of the signal between the designated service address and the cell tower (caused by objects such as buildings, foliage, etc.), AT&T network management practices, and weather. As such, performance, experience, and speeds will vary and are not guaranteed. To maximize performance, you should make every effort to position your router in an optimal position for your location.
DATA RESTRICTIONS: For Standard plan: For all data usage, AT&T may temporarily slow data speeds if the network is busy. For Premium plan: After 250GB of data usage in a bill cycle, for the remainder of cycle AT&T may temporarily slow data speeds if the network is busy.
AT&T Internet Air™ for Business Limitations: AT&T may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum. In order to ensure the best quality of service for all customers using the mobility network, during times of heavy network congestion AT&T may (a) temporarily prioritize services that may be most severely impacted by congestion; and/or (b) temporarily de-prioritize and/or throttle services deemed likely to contribute to heavy congestion.
VIDEO STREAMING: Plans include the Video Management feature. We aim to render streaming video in standard definition (max of 2 Mbps for customers on both 5G-enabled devices and rate plans or 1.5 Mbps for devices or plans not compatible with 5G) though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at www.att.com/myatt or www.att.com/premier, as applicable. Details at www.att.com/videofeature.
5G SERVICE: Requires a compatible 5G device and a designated service address in a 5G coverage area. Coverage not available everywhere. See www.att.com/5Gforyou for details.
5G+ SERVICE: Requires a compatible 5G+ device and a designated service address in a 5G+ coverage area. Coverage available only in limited locations in specific cities. See www.att.com/5Gforyou for cities. Other restrictions apply.
250GB AT HIGHER PRIORITY LEVEL: For AT&T Internet Air for Business Premium plan only. Plan includes a network-based quality of service (**QoS**)feature that assigns a higher priority level (as compared to the Standard plan) for your first 250GB of data traffic originating on and traveling over the AT&T-owned domestic network in each bill cycle (excluding microcells, AT&T Wi-Fi service, and roaming partner networks). If you exceed 250GB of data usage in a bill cycle, then for all data usage for the remainder of the bill cycle, AT&T may temporarily slow data speeds if the network is busy. Feature does not (a) prioritize data traffic ahead of all other data traffic (which may receive a similar or higher QoS), (b) provide priority access to available network resources, or (c) provide preemption capabilities.
COVERAGE: Coverage is not available everywhere, subject to change without notice, and not guaranteed.
OFF-NET USAGE: Domestic off-net (roaming) data usage may be at 2G speeds. Plans do not permit international roaming. Excessive Off-Net Usage: You get an off-net (roaming) usage allowance for data service. If you exceed the allowance, your service(s) may be restricted.

FIRSTNET

What is FirstNet?

FirstNet is a nationwide public safety communications platform dedicated to first responders in a public-private partnership between AT&T and the First Responder Network Authority.

What is FirstNet's Mission?

To deploy, operate, maintain, and improve the first high-speed, nationwide wireless broadband network dedicated to public safety. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions.

Who qualifies for FirstNet?

We have 2 types of eligible Public Safety Entities, Primary Users and Extended Primary Users. Primary Users are Public Safety Entities that act as first responders, the agencies who are at an emergency scene first. This includes law enforcement, fire protection services, emergency medical services, emergency (911) call dispatching and government Public Safety Answering Points, emergency planning and management offices, and ambulance services.

Extended Primary Users are those agencies, organizations, non-profit or for-profit companies that provide public safety services in support of Primary Users. They provide mitigation, remediation, overhaul, clean-up, restoration, or other such services during or after an incident.

FirstNet Eligibility:

In order to take advantage of the AT&T FirstNet Solution, Customer must (a) be a qualified "Public Service Entity" as recognized by the First Responder Network Authority, or a FirstNet Eligible User and (b) restrict access to the AT&T FirstNet Solution solely to Authorized Users (as defined in the AT&T FirstNet Solution Service Guide described below) who must be located in a state or territory which has opted in to use the AT&T FirstNet Nationwide Public Safety Broadband Network.

Who will manage the FirstNet account and pay the bill?

Primary Users can have two types of authorized users: Agency Paid Users and Subscriber Paid Users; Extended Primary Users can have only Agency Paid Users.

Agency Paid Users are employees and contractors of a qualified Public Safety Entity. The Public Safety Entity pays for the FirstNet service for Agency Paid Users.

Subscriber Paid Users are verified and approved (a) employees of a Primary User Public Safety Entity or (b) qualified volunteer personnel affiliated with a Primary User Public Safety Entity. Subscriber Paid Users pay for their own FirstNet service.

CUSTOM FIRSTNET MOBILE PLANS

1. **FirstNet Custom Offer:**

Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §2 (including all sub-sections and Tables), Contractor will provide Customer and the FirstNet Eligible Users, as defined in this Amendment, the following custom offer: the FirstNet Mobile Plans as described in Section 2.1 herein (the "Custom FirstNet Mobile Pooled and Unlimited Plans") the FirstNet Mobile Plans – Subscriber Paid as described in Section 2.2 herein (the "Custom FirstNet Mobile Subscriber Paid Plans") and the FirstNet Activation Credit as described in Section 2.3 herein, collectively referred to herein as the "Custom FirstNet Mobile Plans". The Custom FirstNet Mobile Plans are, at times, referred to as the "Custom Offer". The Custom Offer is available for the term of the Agreement.

1.1 Custom FirstNet Mobile Pooled and Unlimited Plans.

The Custom FirstNet Mobile Pooled and Unlimited Plans shall consist of the following:

TABLE 1.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	$15.99 MSC*	$24.50 MSC	$36.00 MSC	$205.00 MSC	$373.00 MSC	$1,745.00 MSC	$3,350.00 MSC
For use with a subsidized device	$35.99 MSC	$44.50 MSC	$56.00 MSC	$225.00 MSC	$393.00 MSC	$1,765.00 MSC	$3,370.00 MSC

*MSC means Monthly Service Charge
** Plans outlined include Unlimited Voice and Text

TABLE 1.1.2*
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES*

Add-a-Line for use with an unsubsidized device	$10.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	$22.99 Monthly Service Charge

*Plans outlined above include Unlimited Voice and Text

CUSTOM FIRSTNET FLAT RATE PLAN FOR FEATURE PHONES*		
VOICE (PER MINUTE) RATE PLAN	**SOC CODE**	**CONTRACT PRICE**
(Flat Rate) Per Minute Voice Plan	FNXFP004	$4.00 Monthly Service Fee and 4.0¢ Per Minute Nationwide Rate with 500 Mobile-to Mobile minutes and 500 Nights & Weekend minutes with 4.0¢ Overage

*Unlimited Texting may be added as an option, $5.00 Monthly Service Charge. Or Texting Pay Per Use (PPU), as follows: Text/Instant Messaging (SMS) $0.20 per message; Picture/Video Messages (MMS) $0.30 per message; Data Usage, including web browsing, up to $2 per MB. These prices are valid for use in the U.S. only. Charges for international messages sent from the U.S. are $0.25 for Text/Instant Messages and $0.50 for Picture/Video Messages.

*No device subsidies are allowed on this plan

TABLE 1.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES

	Add -a- Line	**2GB**	**5GB**	**50GB**	**100GB**	**500GB**	**1000GB**
For use with an unsubsidized device	$10.00 MSC	$16.00 MSC	$23.00 MSC	$200.00 MSC	$368.00 MSC	$1,740.00 MSC	$3,343.00 MSC
For use with a subsidized device	$20.00 MSC	$26.00 MSC	$33.00 MSC	$210.00 MSC	$378.00 MSC	$1,750.00 MSC	$3,353.00 MSC

TABLE 1.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

	Unlimited Enhanced for Smartphones*	**Unlimited Standard for Smartphones****	**Unlimited for Data-only Devices**
Monthly Service Charge	$44.99	$39.99	$34.99

*Enhanced Smartphone includes Unlimited, Voice, Text, Data, and Mobile Hotspot
** Standard Smartphone includes Unlimited, Voice, Text, and Data only

TABLE 1.1.5 CUSTOM FIRSTNET ENHANCED* PTT ONLY PLANS	
Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	$17.99 Monthly Service Charge
*Enhanced PTT includes Unlimited, Voice, Text, Data, and Mobile Hotspot	

TABLE 1.1.6 CUSTOM FIRSTNET MOBILE RATE PLANS FOR ERK DEVICES*	
SERVICE	**PRICE**
Monthly ERK Pay-Per-Use Plan for feature phones, smartphones, and MiFi's	$5.00 per month
Talk	$0.25 per minute
Text	$0.10 per message
Data	$10 per GB (billed in per-KB increments at $0.000009536 per KB)
*Pricing does not include FirstNet Ready® phones (requires non-subsidized or customer owned (COAM) devices), mobile broadband devices, or accessories. FirstNet Ready® Devices are sold separately through your AT&T FirstNet Representative. Available only to Public Safety Entities with a FirstNet Service Agreement (Business Agreement) and only for Agency Paid User lines of service. Excludes applicable shipping, taxes, and surcharges. Device setup and configuration not included. Professional services for processing and Kit available at an additional cost. See rate plan brochure for full details http://marketing.web.att.com/oil/download?oilID=43c2ee73170669.	

TABLE 1.1.7 FirstNet IoT Price Plans				
Plan	**Description**	**Monthly Price**	**Data Overage Price (MB)**	**Pooled**
250MB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 250MB Plan	$5.49	$0.015/MB	Yes
500MB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 500MB Plan	$6.75	$0.015/MB	Yes
1GB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 1GB Plan	$9.99	$0.015/MB	Yes
2GB	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G 2GB Plan	$15.99	$0.015/MB	Yes
UNL	STD T2 FirstNet - Footprint Primary (Includes QPP) LTE/5G UNL Plan	$34.99	$0.000/MB	No

*Pricing does not include FirstNet Ready® Data Only Device (requires non-subsidized or customer owned (COAM) devices), mobile broadband devices, or accessories. FirstNet Ready® Devices are sold separately through your AT&T FirstNet Representative. Available only to Public Safety Entities with a FirstNet Service Agreement (Business Agreement) and only for Agency Paid User lines of service. Excludes applicable shipping, taxes, and surcharges. Device setup and configuration not included. Professional services for processing and Kit are available at an additional cost. See rate plan brochure for full details http://marketing.web.att.com/oil/download?oilID=43c2ee73170669.

**IoT Rate Plan Automation and Rate Plan Laddering is available for FirstNet accounts at no additional charge, contact your AT&T FirstNet Representative for more details.

***See full list of Certified FirstNet Ready devices, https://www.firstnet.com/content/dam/firstnet/white-papers/firstnet-certified-devices.pdf

Custom FirstNet Mobile Plans – Subscriber Paid.

In addition to Custom FirstNet Mobile Pooled and Unlimited Plans available to Customer and its CRUs, Contractor offers a Subscriber Paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes Contractor to provide such individuals with the discounts set forth in §1.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Customer must remain eligible for the Custom FirstNet Mobile Plans described in § 1.1 for the Custom FirstNet Mobile Subscriber Paid Plans described in §1.2 to apply. The corresponding subscriber must be eligible to activate Service on the underlying version of the corresponding Custom FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are only available to Subscriber Paid Users. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table below will be achieved via application of a modifier also reflected on the invoice.

TABLE 1.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – FIRST RESPONDER PLANS*

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	$24.50	$36.00	$10.99	$16.00	$23.00

*Plans outlined above include Unlimited Voice and Text

TABLE 1.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – FIRST RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without Mobile Hotspot)*	Unlimited Smartphone Plan (with Mobile Hotspot)**	Unlimited Tablet Plan (with Mobile Hotspot)***
Monthly Service Charge	$39.99	$44.99	$34.99

*Includes Unlimited Voice, Text, and Data only
**Includes Unlimited Voice, Text, Data, and Mobile Hotspot
***Includes Unlimited Data and Mobile Hotspot

TABLE 1.2.2 CUSTOM FIRSTNET Rapid Response Solution		
Plan	**Description**	**Monthly Recurring Charge**
FirstNet Rapid Response Subscription1 Smartphone Standard	Unlimited FirstNet Rapid Response use2	$8.00/per user
FirstNet Rapid Response Subscription1 Smartphone Advanced	Unlimited FirstNet Rapid Response use2	$27.50/per user
FirstNet Rapid Response Subscription1 Feature Phone Standard	Unlimited FirstNet Rapid Response use2	$29.00/per user
FirstNet Rapid Response Subscription1 Feature Phone Advanced	Unlimited FirstNet Rapid Response use2	$39.00/per user
FirstNet Rapid Response LMR3,4 Interoperability Add-On (standard)	Unlimited communication between FirstNet Rapid Response users and LMR users	$5.00/per user
FirstNet Rapid Response LMR Interop Site License Fee	Site licensing fee for each RoIP Gateway	$2500 (one-time charge)
Streaming Video Add-On	Video steaming feature to push or pull video to individuals or groups	$20.00/per device
User license	Wi-Fi Application User License	$20.00/per device
Web Dispatch Solution	Web browser solution to manage daily operations, locate users, send, and receive individual or group calls, send highly secure messages and files.	$260.00/per seat
Web Dispatch with Video	Web Dispatch Solution with streaming video feature	$300.00/per seat

(1) Requires a FirstNet Capable device w/ a FirstNet SIM with an existing FirstNet wireless rate plan and a Rapid Response subscription. See www.firstnet.com/rapidresponse for details. Not eligible for contract-based discounts.

(2) "Unlimited" applies to use of FirstNet Rapid Response on AT&T's U.S. domestic wireless data network footprint (including supported domestic roaming partners with a connection to the FirstNet Core). Such FirstNet Rapid Response usage does not count as part of the usage or data allowance under FirstNet Wireless voice or data plans. Use of FirstNet Rapid Response while roaming on partners who do not have connection to the FirstNet Core is not supported. Video may be ltd to SD. Speed, usage, and other restrictions apply.

(3) Requires a FirstNet Rapid Response subscription.

(4) Requires installation of customer owned and operated equipment.

AlertGPS on FirstNet & AlertGPSon for Enterprise

Solution defined
AlertGPS is a discreet, lightweight, wearable device that pinpoints your employee's location at the push of a button. Their location is captured and transmitted to the response center, where a live agent answers the call, opens a 2-way conversation to assess the incident and dispatches emergency services if required – remaining on the line until help arrives.

The solution can also send simultaneous alerts to designated team members, command staff or safety officers for situational awareness. And with built-in fall detection, it automatically alerts the response center if someone falls, triggering an immediate response – even if the user is unresponsive.

The device
AlertGPS is a small, lightweight, wearable device that sends an alert with one push of a button. As soon as your employee pushes the button, AlertGPS pinpoints their location, and a live monitoring center agent opens a conversation with your employee. With AlertGPS, your remote workforce is never alone. If an employee is lost or nervous about walking in a dark parking lot – no problem. In a medical emergency, the monitoring center calls first responders and stays on the line to provide support every step of the way. And with built-in fall alert capability, AlertGPS knows when someone falls and triggers an alert automatically.
Two-way communication with the monitoring center and location tracking begins.

AlertGPS: Hardware, Software, License, Shipping, Training, Installation, or some other product component

Description	Type	SKU	Price	Net Price	Billing Frequency	Available to new Users
GV AlertGPS charge for Licensing, Connectivity, Hosting, Compliance, Maintenance and Support (price per AlertGPS Tag) -- SAF-MRR-ATTC-ONG-AGPS	License	**AGPSMRCGV**	29.99	$29.99	Monthly	Yes
FN GV AlertGPS charge for Licensing, Connectivity, Hosting, Compliance, Maintenance and Support (price per AlertGPS Tag) -- SAF-MRR-ATTC-ONG-AGPS	License	**FNAGPSGV**	29.99	$29.99	Monthly	Yes
GV Alert GPS MRC + App	License	**AGPSMAPGV**	39.99	$39.99	Monthly	Yes
FN GV AlertGPS MRC + App	License	**FNAGPSAGV**	39.99	$39.99	Monthly	Yes
GV Alert GPS App	License	**AGPSAPPGV**	19.99	$19.99	Monthly	Yes
AlertGPS PERS Tag	Hardware	**4501S**	119.99	$119.99	One Time	Yes
FN AlertGPS Tag	Hardware	**4500S**	139.99	$139.99	One Time	Yes
AlertGPS Tag -- SAF- NRR-AGPS	Hardware	**4208S**	139.99	$139.99	One Time	Yes
AlertGPS Beacon device - PERS	Hardware	**4545T**	59.99	$59.99	One Time	Yes
AlertGPS Shipping	Shipping	**4546T**	20	$20.00	One Time	Yes

***Volume Discounts available, contact AT&T representative for quote.

AT&T Mobile Field Solutions	**Netmotion VPN**	**A client/server software-only mobile Virtual Private Network ("VPN") for Windows operating devices, including laptops, tablets, pocket PCs and smartphones, that provides application persistence to the Transport Layer of the Open System Interconnection ("OSI") Layer. The Solution also helps to protect the VPN tunnel and applications from data loss, and it does not require multiple log-ins or re-authentication when a user suspends, and resumes use of devices or transitions across networks**

Product Code	Product Name	List Price
RTL.43019	Mobility for Windows (25-99)	$200.00
RTL.43690	Mobility for Windows (100-249)	$145.00
RTL.43691	Mobility for Windows (250-499)	$135.00
RTL.43692	Mobility for Windows (500-999)	$125.00
RTL.43020	Mobility for Windows + Analytics (25-99)	$220.00
RTL.43693	Mobility for Windows + Analytics (100-249)	$160.00
RTL.43694	Mobility for Windows + Analytics (250-499)	$150.00
RTL.43695	Mobility for Windows + Analytics (500-999)	$140.00
RTL.43021	Mobility for Windows + NAC (25-99)	$220.00
RTL.43696	Mobility for Windows + NAC (100-249)	$160.00
RTL.43697	Mobility for Windows + NAC (250-499)	$150.00
RTL.43698	Mobility for Windows + NAC (500-999)	$140.00
RTL.43022	Mobility for Windows + NAC & Analytics (25-99)	$240.00
RTL.43704	Mobility for Windows + NAC & Analytics (100-249)	$175.00
RTL.43703	Mobility for Windows + NAC & Analytics (250-499)	$165.00
RTL.43705	Mobility for Windows + NAC & Analytics (500-999)	$155.00
RTL.43023	Mobility for Windows + Policy (25-99)	$275.00
RTL.43700	Mobility for Windows + Policy (100-249)	$210.00
RTL.43043	Mobility for Windows + Policy (250-499)	$195.00
RTL.43044	Mobility for Windows + Policy (500-999)	$180.00

RTL.43024	Mobility for Windows + Policy & Analytics (25-99)	$295.00
RTL.43045	Mobility for Windows + Policy & Analytics (100-249)	$225.00
RTL.43046	Mobility for Windows + Policy & Analytics (250-499)	$210.00
RTL.43047	Mobility for Windows + Policy & Analytics (500-999)	$195.00
RTL.43025	Mobility for Windows + Policy & NAC (25-99)	$295.00
RTL.43711	Mobility for Windows + Policy & NAC (100-249)	$225.00
RTL.43712	Mobility for Windows + Policy & NAC (250-499)	$210.00
RTL.43713	Mobility for Windows + Policy & NAC (500-999)	$195.00
RTL.43026	Mobility for Windows + Policy, NAC & Analytics (25-99)	$315.00
RTL.43714	Mobility for Windows + Policy, NAC & Analytics (100-249)	$240.00
RTL.43706	Mobility for Windows + Policy, NAC & Analytics (250-499)	$225.00
RTL.43715	Mobility for Windows + Policy, NAC & Analytics (500-999)	$210.00
RTL.43716	Mobility for Android (25-99)	$200.00
RTL.43717	Mobility for Android (100-249)	$145.00
RTL.43718	Mobility for Android (250-499)	$135.00
RTL.43719	Mobility for Android (500-999)	$125.00
RTL.43720	Mobility for Android + Analytics (25-99)	$220.00
RTL.43721	Mobility for Android + Analytics (100-249)	$160.00
RTL.43722	Mobility for Android + Analytics (250-499)	$150.00
RTL.43723	Mobility for Android + Analytics (500-999)	$140.00
RTL.43724	Mobility for Android + Policy (25-99)	$275.00
RTL.43725	Mobility for Android + Policy (100-249)	$210.00
RTL.43726	Mobility for Android + Policy (250-499)	$195.00
RTL.43727	Mobility for Android + Policy (500-999)	$180.00
RTL.43728	Mobility for Android + Policy & Analytics (25-99)	$295.00
RTL.43729	Mobility for Android + Policy & Analytics (100-249)	$225.00
RTL.43730	Mobility for Android + Policy & Analytics (250-499)	$210.00
RTL.43731	Mobility for Android + Policy & Analytics (500-999)	$195.00
RTL.4882D	Mobility for iOS (25-99)	$200.00
RTL.4880D	Mobility for iOS (100-249)	$145.00
RTL.4883D	Mobility for iOS (250-499)	$135.00
RTL.4874D	Mobility for iOS (500-999)	$125.00
RTL.4879D	Mobility for iOS + Analytics (25-99)	$220.00
RTL.4875D	Mobility for iOS + Analytics (100-249)	$160.00
RTL.4885D	Mobility for iOS + Analytics (250-499)	$150.00
RTL.4872D	Mobility for iOS + Analytics (500-999)	$140.00
RTL.4871D	Mobility for iOS + Policy (25-99)	$275.00
RTL.4886D	Mobility for iOS + Policy (100-249)	$210.00
RTL.4873D	Mobility for iOS + Policy (250-499)	$195.00

RTL.4887D	Mobility for iOS + Policy (500-999)	$180.00
RTL.4878D	Mobility for iOS + Policy & Analytics (25-99)	$295.00
RTL.4888D	Mobility for iOS + Policy & Analytics (100-249)	$225.00
RTL.4889D	Mobility for iOS + Policy & Analytics (250-499)	$210.00
RTL.4890D	Mobility for iOS + Policy & Analytics (500-999)	$195.00
RTL.43732	Mobility Policy Module (25-99)	$75.00
RTL.43733	Mobility Policy Module (100-249)	$65.00
RTL.43734	Mobility Policy Module (250-499)	$60.00
RTL.43735	Mobility Policy Module (500-999)	$55.00
RTL.43736	Mobility NAC Module (25-99)	$20.00
RTL.43737	Mobility NAC Module (100-999)	$15.00
RTL.43738	Mobility Analytics Module (25-99)	$20.00
RTL.43739	Mobility Analytics Module (100-999)	$15.00
RTL.43705	Mobility Additional Server	$5,000.00
RTL.43682	Mobility SMB Account	$1,000.00
RTL.4278E	Standard NM Mobility Platform	$1,500.00
RTL.4279E	Enterprise NM Mobility Platform	$2,500.00
RTL.43740	Mobility Enterprise for Windows (1st 1000)	$105.00
RTL.43741	Mobility Enterprise for Windows	$55.00
RTL.43742	Mobility Enterprise for Windows + Policy (1st 1000)	$150.00
RTL.43743	Mobility Enterprise for Windows + Policy	$100.00
RTL.43744	Mobility Enterprise for Windows + NAC (1st 1000)	$115.00
RTL.43745	Mobility Enterprise for Windows + NAC	$65.00
RTL.43746	Mobility Enterprise for Windows + Policy & NAC (1st 1000)	$160.00
RTL.43747	Mobility Enterprise for Windows + Policy & NAC	$110.00
RTL.43748	Mobility Enterprise for Android (1st 1000)	$105.00
RTL.43749	Mobility Enterprise for Android	$55.00
RTL.43750	Mobility Enterprise for Android + Policy (1st 1000)	$150.00
RTL.43751	Mobility Enterprise for Android + Policy	$100.00
RTL.4877D	Mobility Enterprise for iOS (1st 1000)	$105.00
RTL.4891D	Mobility Enterprise for iOS	$55.00
RTL.4892D	Mobility Enterprise for iOS + Policy (1st 1000)	$150.00
RTL.4893D	Mobility Enterprise for iOS + Policy	$100.00
RTL.43683	Mobility Enterprise Policy Module	$45.00
RTL.43684	Mobility Enterprise NAC Module	$10.00
RTL.43685	Mobility Enterprise Analytics Module	$0.00
RTL.43686	NM Mobility Premium Maintenance (25%)	25% of TCV *1 year
RTL.43687	NM Mobility Premium Maintenance (22%)	22% of TCV *2 years
RTL.43688	NM Mobility Premium Maintenance (20%)	20% of TCV *3 years

RTL.43752	NM Mobility Standard Maintenance (15%)	15% of TCV *1 year
RTL.43753	NM Mobility Standard Maintenance (14%)	14% of TCV *2 years
RTL.43754	NM Mobility Standard Maintenance (13%)	13% of TCV *3 years
RTL.43755	NM Mobility Upgrade 8.x to 10.x	40% of TCV of Licenses
RTL.43756	NM Mobility Upgrade 9.x to 10.x	35% of TCV of Licenses
RTL.43689	Sure-Start	$5000.00
RTL.43757	Sure-Start Express	$2000.00
RTL.43758	Sure-Check System Review	$2000.00
RTL.43759	Advanced Authentication Assistance	$2000.00
RTL.43760	Sure-Check System Audit	$7000.00
RTL.43761	Technical Services On-Site	$5000.00
RTL.43762	Technical Services Remote	$2000.00
RTL.43763	Advanced Authentication Solution	variable
RTL.43764	Mobility Certification Training	$1995.00
RTL.43765	On-Site Mobility Certification Training	$15000.00
RTL.43766	Mobility Certification Facility Reservation	$2000.00
RTL.43767	Dedicated Technical Account Manager (1 year)	$40000.00
RTL.43768	Open VPN Setup	$1250.00
	Standalone Diagnostics without Mobility License	
RTL.43171	NetMotion Diagnostics & Alerts (25-99)	$80.00
RTL.43172	NetMotion Diagnostics & Alerts (100-249)	$75.00
RTL.43174	NetMotion Diagnostics & Alerts (250-499)	$70.00
RTL.43175	NetMotion Diagnostics & Alerts (500-999)	$65.00
RTL43176	NetMotion Diagnostics & Alerts (1,000+)	$60.00
RTL.43182	NetMotion Diagnostics & Alerts Premium Maintenance 1 YEAR	25% of tcv *1
RTL.43183	NetMotion Diagnostics & Alerts Premium Maintenance 2 YEAR	22% of tcv *2
RTL.43184	NetMotion Diagnostics & Alerts Premium Maintenance 3 YEAR	20% of tcv *3
RTL.43185	NetMotion Diagnostics & Alerts Standard Maintenance 1 YEAR	15% of tcv *1
RTL.43186	NetMotion Diagnostics & Alerts Standard Maintenance 2 YEAR	14% of tcv *2
RTL.43187	NetMotion Diagnostics & Alerts Standard Maintenance 3 YEAR	13% of tcv *3
RTL.4174E	NetMotion Diagnostics for Mobility (25-99) License (Device) - Perpetual	$65.00
RTL.4175E	NetMotion Diagnostics for Mobility (100-249) License (Device) - Perpetual	$60.00
RTL.4176E	NetMotion Diagnostics for Mobility (1000+) License (Device) - Perpetual	$40.00
RTL.4178E	NetMotion Diagnostics for Mobility (250-499) License (Device) - Perpetual	$55.00

RTL.4179E	NetMotion Diagnostics for Mobility (500-999)	License (Device) - Perpetual	$50.00
RTL.4180E	NetMotion Diagnostics for Mobility - Cloud Subscription (25-99)	Subscription (one-year)	$54.00
RTL.4181E	NetMotion Diagnostics for Mobility - Cloud Subscription (100-249)	Subscription (one-year)	$51.00
RTL.4182E	NetMotion Diagnostics for Mobility - Cloud Subscription (1000+)	Subscription (one-year)	$39.00
RTL.4183E	NetMotion Diagnostics for Mobility - Cloud Subscription (250-499)	Subscription (one-year)	$48.00
RTL.4185E	NetMotion Diagnostics for Mobility - Cloud Subscription (500-999)	Subscription (one-year)	$45.00
RTL.4186E	NetMotion Diagnostics for Mobility - Subscription (25-99)	Subscription (one-year)	$54.00
RTL.4187E	NetMotion Diagnostics for Mobility - Subscription (100-249)	Subscription (one-year)	$51.00
RTL.4188E	NetMotion Diagnostics for Mobility - Subscription (1000+)	Subscription (one-year)	$39.00
RTL.4189E	NetMotion Diagnostics for Mobility - Subscription (250-499)	Subscription (one-year)	$48.00
RTL.4190E	NetMotion Diagnostics for Mobility - Subscription (500-999)	Subscription (one-year)	$45.00
RTL.4191E	NMW Diagnostics Upgrade (only for existing Locality customers that are current on maintenance)	License (Device) - Perpetual	$55.00

AT&T Mobility Application Solutions Continued		
AT&T GPS-Based Fleet Solutions	**AT&T Fleet Complete**	**AT&T Fleet Complete is a unique fleet, asset, mobile workforce and dispatch management solution, which provides you with the ability to track and manage your vehicles, mobile workers and optimize your operations in a single cloud-based platform**

Product Code	Product Name	List Price
CICC001	**Courier Complete** - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased.	$30.00
CITD001	**FC Track & Dispatch** - Designed for mobile resource tracking and/or dispatching of work orders. Track and Dispatch works on the **Motorola MC55, MC65, MC75, ES400** and **BlackBerry** based devices.	$25.00
CIFT2001	**FC Fleet Tracker MGS 200 Bundle** includes the MGS200 2G GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.	$37.00
CIFT5001	**FC Fleet Tracker MGS 500 Bundle** includes MGS500 HSPA (with Ethernet port) GPS modem with antenna and wire harness, standard installation included (connecting constant power, ignition power and ground) Fleet Complete subscription with technical support and remote training.	$45.00

CIAT001	**FC Asset Tracker Un-Bundled** includes Fleet Complete subscription with technical support and remote training. Asset Tracker hardware and installation NOT INCLUDED.	$10.00
IATBU01	Fleet Complete Asset Tracker Bundle includes XT5000-2G asset tracking device with a 10,000 mAh onboard battery, capable of tracking unpowered assets once a day for 3 years.	$20.00
CICC003	**Courier Complete** - A complete operations management system for courier companies, including order-entry, customer management, pricing, billing, driver management, a web module for customer online order entry and tracking and a mobile module for real-time driver updates. Minimum of 10 subscribers must be purchased. **Special pricing only for existing CI customers migrating to AT&T.**	$18.00
CIFT2003	**Special pricing only for existing CI customers migrating to AT&T.**	$15.00
CIFT2018	Fleet Tracking Software $18	$18.00
CIFT2020	Fleet Tracking Software $20	$20.00
CIFT2025	Fleet Tracking Software $25	$25.00
CIFT2030	Fleet Tracking Software $30	$30.00
CIHD2005	Fleet Tracking Hardware $5	$5.00
CIHD2006	Fleet Tracking Hardware $6	$6.00
CIHD2007	Fleet Tracking Hardware $7	$7.00
CIHSMC01	HOS Multi User Code	$7.00
CIHSMC02	HOS Multi User Code	$14.00
CIHSMC04	HOS Multi User Code	$28.00
CIHSMC08	HOS Multi User Code	$56.00
CIHSMC128	HOS Multi User Code	$896.00

CIHSMC16	HOS Multi User Code	$112.00
CIHSMC256	HOS Multi User Code	$1792.00
CIHSMC32	HOS Multi User Code	$224.00
CIHSMC512	HOS Multi User Code	$3584.00
CIHSMC64	HOS Multi User Code	$448.00
CISSMC01	Legacy-Suite Multi User Code	$18.00
CISSMC02	Legacy-Suite Multi User Code	$36.00
CISSMC04	Legacy-Suite Multi User Code	$72.00
CISSMC08	Legacy-Suite Multi User Code	$144.00
CISSMC128	Legacy-Suite Multi User Code	$2304.00
CISSMC16	Legacy-Suite Multi User Code	$288.00
CISSMC256	Legacy-Suite Multi User Code	$4608.00
CISSMC32	Legacy-Suite Multi User Code	$576.00
CISSMC512	Legacy-Suite Multi User Code	$9216.00
CISSMC64	Legacy-Suite Multi User Code	$1152.00
CIATMC01	Resource Tracker Multi User Code	$5.00
CIATMC02	Resource Tracker Multi User Code	$10.00
CIATMC04	Resource Tracker Multi User Code	$20.00
CIATMC08	Resource Tracker Multi User Code	$40.00
CIATMC128	Resource Tracker Multi User Code	$640.00
CIATMC16	Resource Tracker Multi User Code	$80.00
CIATMC256	Resource Tracker Multi User Code	$1280.00
CIATMC32	Resource Tracker Multi User Code	$160.00

SKU Code	Product Description	Price
CIATMC512	Resource Tracker Multi User Code	$2560.00
CIATMC64	Resource Tracker Multi User Code	$320.00
40004	Cigarette Lighter Adapter	$25.00
40005	Driver ID Kit including programming device, ID reader, buzzer, ID tag, keyfob and installation	$125.00
40006	Driver ID Kit including ID reader, buzzer, ID tag, key fob and installation	$95.00
40007	30ft cable 12 BIT and installation	$200.00
40008	48 ft cable 12 BIT and installation	$220.00
40009	10' CAT6 (500 MHz) Ethernet Network Cable - Blue	$5.00
40010	Extended Warranty year two & three (MGS200)	$100.00
40011	Extended Warranty year two & three (MGS500)	$150.00
40012	Refurbished Out of Warranty MGS200 GPS modem (subject to availability)	$240.00
40013	Wi-Fi access point	$260.00
40014	Wi-Fi access point installation	$75.00
40015	GMI-GNX-PX0000 - Port Expender (MGS200) and installation	$125.00
40016Deactivated now its/42218 (125-130)	Standard Installation	$130.00
40017	Construction Equipment installation	$250.00
40018	On-Site (non-warranty) Service Call	$275.00
40019	No-Show Charge (Client Must call 24hr in advance to cancel appointment)	$550.00

40020	Fee PER TRIP to install MGSX00's in vehicles at a customer's location anywhere in the United States. During an 8-hour work day an installer may complete 6 to 8 installations assuming the vehicles are available as needed. If the installer arrives at the customer's site and the vehicles are not available a No-Show fee of $400 will be charged to the customer.	$75.00
40021	P3PPSHIP-SHIPPING	$45.00
40022	FC Fleet Tracker MSG200 2G Replacement Hardware	$325.00
40023	MSG500 - GMI-CAB-MGS200 - Power Harness, MGS200 (2 fuse, 2 meter)	$600.00
40024	2G XT5000 Replacement - GMI-CAB-240011 - Auxiliary Harness, 18 pin for MGS500	$205.00
40108	XT5000_2G_183	$184.00
40109	CICCETFCHARGE $250	$250.00
40110	CITDETFCHARGE $250	$250.00
40111	CIFT200ETFCHARGE $250	$250.00
40112	CIFT500ETFCHARGE $450	$450.00
40113	CIATETFCHARGE $150	$150.00
40114	Plastic Enclosure	$30.00
41838	FC Fleet Tracker MSG200 2G Blowout Promo	$155.00
41839	FC Fleet Tracker XT5000 New Device 2G Blowout Promo (sold with 2G Asset Tracker)	$99.00
42219	GMI-CAB-450000 - MGS500 WiFi POE Adapter with 12 pin power plug	$20.00
74931	GMI-CAB-MGS500 - Power Harness, MGS500 (2 fuse, 2 meter)	$15.00
74933	GMI-CAB-120280 - Garmin Data Cable, MGS200 (w/Power)	$15.00

74934	GMI-CAB-120290 - Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)	$20.00
74935	Power Harness, MGS500 (2 fuse, 2 meter)	$15.00
74936	Garmin Data Cable, MGS200 (w/Power)	$65.00
74937	Data cable, Garmin Traffic for 2xx,5xx,465t,13xx,14xx MHS200 (w/Power)	$145.00
74938	Garmin Data Cable, MGS500 (w/Power)	$65.00
74939	Data Cable, MGS500, for Garmin Traffic for 2xx, 5xx, 465t, 13xx, 14xx	$145.00
74940	Small Door Sensor and installation	$85.00
74941	Large Door Sensor and installation	$150.00
74942	PTO Sensor and installation	$85.00
74943	Emergency Button and installation	$85.00
74944	Roof mount SMCf Antenna	$60.00
74945	MR900 Micro receiver with one way signaling, receive only	$575.00
74946	T-Pass LTX200-A Transmitting PASS with one way signaling, auto on actionation	$800.00
42557	Professional Services	$125.00
42558	AT1000 Hardware	$155.00
RTL.4079C	Covert Antenna- $25	$25.00
RTL.4080C	Removal- $70	$70.00
RTL.4077C	Removal and reinstallation - $200	$200.00
RTL.4093C	AT1000 Wall Charger- $35	$35.00
RTL.4128C	AT1000 Magnetic Cradle- $35	$35.00

RTL.4469C	AT1000 Temp Sensor- $86	$86.00
RTL.4023C	OBDII Cable- $15	$15.00
RTL.4553C	Driver ID Key Tag and Fob- $7.45	$7.45
RTL.4569c	6/9 pin Molex connectors- $24	$24.00
RTL.4073C	MGS J-Box with Bluetooth kit- $40	$40.00
RTL.4025C	Installation training/ per hour- $100	$100.00
RTL.4024C	Qpuck Satellite Failover with install @ $685	$685.00
RTL.4393F	FLEETCOMPLETEAT1000HARDWARE	$199.00
RTL.4392F	MGS150CABLE	$20.00
RTL.4118H	MGS700 Fleet Tracker	$155.00
RTL.4169H	6 pin Y cable	$20.00
RTL.4165H	9 pin Y Cable	$20.00
RTL.4156H	6 pin to 9 pin cable	$15.00
RTL.4157H	MGS100/700 OBDII IOY DID	$20.00
RTL.4158H	MGS100/700 9 pin right angle T2	$35.00
RTL.4159H	MGS700 9 Pin IOY Flange 10FT	$35.00
RTL.4160H	MGS100/700 9 pin T2 IOY	$35.00
RTL.4162H	MGS100/700 9 pin T2 IOY Flange	$35.00
RTL.4163H	MGS100/700 9 pin IOY Flange	$35.00
RTL.4161H	MGS100/700 9 pin IOY	$35.00
RTL.4164H	MGS100/200/700 PH DID ready	$15.00

AT&T Mobility Application Solutions Continued		
AT&T GPS-Based Fleet Solutions	**AT&T Fleet Management (GeoTab)**	**AT&T Fleet Management delivers fleet tracking information in near-real time via a single interface.**
Product Code	**Description**	**List Price**
FMEBASENC	Base Plan	$11.00
FMEPRONC	Pro Plan	$21.50
FMEPLUSNC	ProPlus Plan	$25.20
FNG50MBET	50meg Data Plan	$5.49
FME6MB	6meg Data Plan	$2.50
FME8MB	8meg Data Plan	$2.80
FNG10MBPI	10meg Data Plan	$3.49
4756P	Rugged G09	$119.00
4562Q	Rugged G09 FN	$119.00
4719L	G09	$69.00
4648N	G09 FN	$69.00
4487J	16 pin harness	$33.00
4510J	9 pin harness	$33.00
4040M	Rugged harness	$33.00
4501J	6 pin harness	$33.00
4506J	NFC Fobs	$67.00
4965Q	NFC Reader	$100.00
4417J	Shipping Charge	$49.00
4542J	Activation Fee	$30.00

AT&T Mobility Application Solutions Continued		
AT&T Enterprise Content Management Solutions	**Box from AT&T**	**Box from AT&T is a scalable enterprise-grade solution that enables agencies to better manage content and collaborate more effectively – all in a highly secure cloud workspace. With Box from AT&T, agencies can manage, access, and share information from virtually anywhere. Box enables users to upload, view, edit, and distribute content from virtually any web-enabled device. In the office or on the field, users will be able to access on their desktop PC, laptop, smartphone and tablet. Native mobile apps are available for all major mobile operating systems including iOS, Android™, Windows®, and BlackBerry**

Product Description	Product Code	List Price
BOX FROM ATT BUSINESS 1YR	RTL.4721C	$180.00
BOX FROM ATT BUSINESS PLUS 1YR	RTL.4997C	$285.00
BOX FROM ATT ENTERPRISE 1YR	RTL.4998C	$399.00
BOX FROM ATT ELITE 1YR	RTL.4946D	$627.00
BOX BUSINESS W PREM SVCS 1YR	RTL.4014E	$207.00
BOX BUSINESS PLUS W PREM SVCS 1YR	RTL.4026E	$327.75
BOX ENTERPRISE W PREM SVCS 1YR	RTL.4027E	$458.85
BOX BUSINESS W PLAT 1YR	RTL.4253F	$225.00

BOX BUSINESS PLUS W PLAT 1YR	RTL.4252F	$356.28
BOX ENTERPRISE W PLAT SVCS 1YR	RTL.4251F	$498.72

AT&T Mobility Application Solutions Continued		
AT&T Public Safety Solutions	**Rave Mobile Safety**	**Rave Mobile Safety provides innovative emergency and public safety technology to help save lives. The Rave platform integrates data and communication tools to help those in charge of keeping others safe prepare better, respond faster and communicate more effectively in emergency situations. Thousands of agencies and institutions across law enforcement, 9-1-1, state and local emergency management agencies, corporations, healthcare organizations, K–12 districts, colleges and universities depend on Rave's award-winning software solutions**

Product Name	Product Code	Product Description	List Price
Rave Guardian (< 20,000 FTE ("Full Time Equivalent")	RG-AE-1001-1	Rave Guardian per user. Annual fee	$10.00
Rave Guardian Set-up	RG-SE-2000	Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee	$2000.00
Rave Guardian (< 20,000 FTE)	RG-A-1001-1	Rave Guardian per position for schools with an FTE less than 20,000. Annual fee	$6000.00
Rave Guardian (> 20,000 FTE)	RG-A-1001-2	Rave Guardian per position for schools with an FTE more than 20,000. Annual fee	$10000.00
Rave Guardian Set-up	RG-S-2000	Rave Basic Guardian set-up including Rave's standard email authentication. One-time fee	$2000.00
Rave Panic Button Setup	RPB-S-2000	Rave Panic Button Setup - per school, one-time fee	$500.00
Rave Command View for Rave Panic Button	RCV-A-1001	Rave Command View for Panic Button Facilities. Per authorized listed Panic Button user / year. Requires Rave Panic Button. Annual fee	$6.00

Rave Panic Button	RPB-K12-1000	A phone application-based system with optional 9-1-1 integration that works for all hazards. Rave Panic Button for K12 - Cost per school / year; (minimum $5,400 per year). Annual fee.	$1800
Rave Panic Button Setup	RPB-K12-2000	Rave Panic Button Setup - per school, one-time fee	20% of RPB-K12-1000 annual fee
Rave Command View for K12 for Rave Panic Button	RCV-K12-1001	Rave Command View for Panic Button K12 Facilities. Requires Rave Panic Button. $100 per each login (2 logins included) Annual fee	$100
Rave EyeWitness	RE-A-1000	Requires RA-A-1000 Pricing is based on population $2,000 Minimum. Additional Keywords available at $1,500 per keyword per year. Annual fee	$0.10
Rave EyeWitness Additional Keyword	RE-A-1000-KW	Requires RE-A-1000 Each Additional Keywords available at $1,500 per keyword per year. Annual fee	$1500.00
Rave EyeWitness Set-up	RE-S-2000	Rave EyeWitness Set-up	$1800.00
CAP inbound/outbound API for Rave Messenger	RACAP-A-1000	Required for IPAWS - priced per FTE / Resident. Annual fee	$0.05
Development Sandbox License	RD-A-1000	Additional Rave Messenger Development Environment. NOTE: If annual license is MORE than $12,500, the development license fee is 20% of annual license fee. Annual fee	$2500.00
Premium SMS Messaging for Rave Messenger	RAP-A-1000	Premium SMS Messaging for Rave Messenger throughput - Priced per FTE. Annual fee	$0.05
Rave Messenger Basic	RA-A-1000-B	Unlimited Text - SMPP/SMS thru admin console, RSS, Email. $2,500 minimum purchase. Does not include Premium SMS Messaging. priced per FTE. Annual fee	$1.50
Rave Messenger Inbound 800 Service	RA-A-1002	Requires RV-S-2000. Price includes 10,000 30 second increments. Annual fee	$1400.00
Rave Messenger Social Media Integration	RASM-A-1000	Rave Messenger Social Media Integration - priced per FTE. Annual fee	$0.05
Rave Inbound Toll-Free Number for Messaging / Minutes	RV-A-1003	Per minute cost for inbound Toll-Free Number. Annual fee	$0.14
Rave SMS to Opt-in	SMS-A-1000	For Higher Ed and Corporate Customers - Priced per keyword. Must purchase Rave Messenger. Minimum price of $2,500 per	$2500.00

		keyword / $1,500 per additional keyword. Annual fee	
Rave Voice Add-on Module	RV-A-1000	Enables voice messages to be delivered to mobile phones and landlines. $1,500 minimum purchase; Requires purchase of Rave Messenger. priced per FTE. Annual fee	$1.25
CAP Inbound/Outbound API One-Time Setup	RACAP-S-1000	Setup fee for CAP Inbound/outbound API Integration. One-time fee	$500.00
Rave Messenger for Public Safety One-Time Setup	R911SPRA-S-1000	Requires purchase of Rave Messenger for Public Safety. This is a one-time setup fee	$2000.00
Rave Messenger Set-up (Basic)	RA-S-2000	Requires RA-A-1000. One-time fee	$1800.00
Rave Messenger Social Media Integration Setup	RASM-S-1000	Rave Messenger Social Media Integration Setup. One-time fee	$500.00
Rave Inbound 800 Service Setup	RV-S-2001	Requires RA-A-1002 or RV-A-1003. One-time fee	$1000.00
Rave Voice Set-up	RV-S-2000	Requires RV-A-1000. One-time fee	$1800.00
	RAU-S-2000	One-time fee set-up for Rave's Alertus integration. One-time fee	$1800.00
IPAWS	R911SPRA-S-1001	Requires purchase of SmartPrepare with Alert. This is a one-time setup fee	$2000.00
LDAP/CAS/SSO/Shibboleth Authentication Integration	RA-S-2003	Utilizes your organization's existing Single Sign on authentication system for user authentication. By utilizing an existing user identity, users will not need a separate User ID and Password to access the Rave Mobile Safety system. Annual fee.	$1000.00
Rave Messenger for Enterprise One-Time Setup	R911SPRAE-1001	Requires purchase of Rave Messenger for Enterprise. This is a one-time setup fee	$1800.00
Rave Messenger for Enterprise	R911SPRAE-1000	Alert - priced per user. $2,500 minimum. Annual fee.	$4.00
Rave Messenger for Enterprise Voice Add On	RV-AE-1000	Voice add-on. Requires Rave Messenger R911SPRAE-1000. Priced per user. $1,500 minimum. Annual fee	$2.00
Rave Messenger for Enterprise Voice Add On One-Time Setup	RV-AE-1001	Voice add-on setup. One-time fee	$1800.00
Rave SMS to Opt-in for Enterprise	SMS-PS-AE-1000	For Enterprise Customers - Priced per user at $0.05 per user for first keyword with each additional keyword at $500/keyword. Must purchase Rave Messenger for Enterprise. Minimum price $500, and each additional keyword is a $500. Annual fee	

Rave Messenger for Enterprise Loaded Landlines	R911SPRAE-1001	Must purchase SmartPrepare with Alert; priced per land line. Annual fee	$0.05
Premium SMS Messaging for Rave Messenger for Enterprise	R911SPRAP-AE-1000	Premium Messaging for Rave Messenger for Enterprise throughput - this utilizes SMPP gateway binds instead of web services - Priced per user. Annual fee	$0.05
Rave Messenger for Enterprise Social Media Integration	R911SPRASM-AE-1000	Rave Messenger for Enterprise Social Media Integration - Priced per user. Annual fee	$0.01
Rave SMS to Opt-in for Public Safety	SMS-PS-A-1000	For State & Local Customers - Priced per resident at $0.05 per resident for first keyword with each additional keyword at $500/keyword. Must purchase Rave Messenger for Public Safety. Minimum price $500, and each additional keyword is a $500. Annual fee	$0.05
CAP inbound/outbound API for Rave Messenger for Public Safety	R911SPRACAP-A-1000	Required for IPAWS - priced per resident. Annual fee	$0.02
Premium SMS Messaging for Rave Messenger for Public Safety	R911SPRAP-A-1000	Premium Messaging for Rave Messenger for public safety throughput - this utilizes SMPP gateway binds instead of web services - Priced per resident. Annual fee	$0.02
Rave Messenger for Public Safety	R911SPRA-1000	SmartPrepare with Alert - priced per person. Annual fee	$0.20
Rave Messenger for Public Safety Loaded Landlines	R911SPRA-1001	Must purchase SmartPrepare with Alert; priced per land line. Annual fee	$0.25
Rave Messenger for Public Safety Procurement per 1,000 phone numbers	R911SPRA-1002	Must purchase Rave Messenger for Public Safety; priced per unit (1 unit = 1,000 phone numbers) Annual fee	$200.00
Rave Messenger for Public Safety Social Media Integration	R911SPRASM-A-1000	Rave Messenger for Public Safety Social Media Integration - Priced per resident. Annual fee	$0.02
Rave Smart Loader Annual Integration	RA-AS-2001	Automatically add, edit, and delete users and groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems including SunGard, Datatel, PeopleSoft, Oracle, and others via standard data exports and batch CSV processes. Annual fee.	$1800.00
Daily Technical Consultant I	RPS-S-2000A	Rate for Professional Services. Cost per hour	$225.00
Daily Technical Consultant II	RPS-S-2000B	Rate for Professional Services. 8 Hours / One-time fee	$1800.00

Daily Technical Consultant III	RPS-S-2000C	Rate for Professional Services. 8 Hours / One-time fee	$1600.00
Daily Technical Consultant IV	RPS-S-2000D	Rate for Professional Services. 8 Hours / One-time fee	$1400.00
Rave On-site Training	ROnsite-S-2004	Rave On-site Training. Per day plus travel and expenses	$2400.00
Rave 911 (Smart911) Setup and Configuration per PSAP	R911-S-2000	Setup and configuration of Rave 911 (Smart911). Requires license for Rave 911 (Smart911). Price is per PSAP. One-time fee	$10000.00
Rave CAD (Computer-Aided Dispatch) Integration Setup	R911CAD-S-2000	Rave CAD Integration; Requires purchase of Rave 911 (Smart911). One- time fee	$3600.00
Rave CAD Integration Maintenance	R911CAD-S-2001	Rave CAD Integration; Requires purchase of Rave 911 (Smart911). Priced per call taking position, minimum of $3,600	$200.00
RapidSOS Service Data	R911RapidSOS-A-1000	RapidSOS Service Data - Must purchase Rave 911 (Smart911) Suite Basic, Suite Standard or Location Annual fee. Required	$0.00
Rave 911 (Smart911) Backup License	R911X-A-1000BU	Backup license, Priced per call taking position. Annual fee	$1000.00
Rave 911 (Smart911) First Responder View	R911FR-A-1000	First Responder View; Priced per user; Requires Rave 911 (Smart911) purchase. Annual fee	$100.00
Rave 911 (Smart911) Suite Basic	R911Basic-A-1000	Priced per call taking position; Includes Chat, Notes, Facility, RapidSOS Service Data, 911 Panic Button Integration Software, .NET App. Annual fee	$4000.00
Rave 911 (Smart911) Suite Standard	R911Standard-A-1000	Priced per call taking position. Includes Smart911Safety Profile, Chat, Notes, Facility, RapidSOS Service Data, 911 Integration Software, .NET App, 30 First Responder View Users. Annual fee	$6400.00
Rave 911 (Smart911) Text Chat	R911Chat-A-1000	Rave 911 (Smart911) Component - Text Chat. Annual fee	$1500.00
Rave Analytics	RAN-A-1000	Priced per call processed with a minimum of $1,000 per year. Annual fee	$0.01
Rave Command View for Rave911	RCV-A-1000	Priced per named user login. Annual fee	$1500.00
Rave 911 (Smart911) Call Notes	R911Notes-A-1000	Rave 911 (Smart911) Component - Call Notes - Priced per call taking position. Annual fee	$7500.00
Rave 911 (Smart911) Profile	R911Profile-A-1000	Rave 911 (Smart911) component - Smart911 Profile only. Annual fee	$2000.00

Rave 911 (Smart911) Location	R911Location-A-1000	Rave 911 (Smart911) Component – Location - Priced per call taking position. Annual fee	$1000.00
Rave 911 (Smart911) Facilities	R911Facilities-A-1000	Rave 911 (Smart911) Component - Facility Profile - Priced per call taking position. Annual fee	$1000.00
Rave Prepare One-Time Setup Fee	RP-S-2000	RavePrepare Setup and Configuration. Requires Rave Prepare License. One-time fee	$3600.00
Rave Prepare Add-On to Rave Messenger	RPAddOn-A-1000	Rave Prepare Add-On to Rave Messenger Annual License Fee; Priced per population; Minimum $2,500. Annual fee	$0.02
Rave Prepare Premium Support Add-on Annual Fee	RP-PremSupport-A-1000	Rave Premium Support Add-on to Rave Prepare Stand Alone; Priced per Population; Minimum $2,000. Annual fee	$0.02
Rave Prepare Stand Alone Annual License	RPStandAlone-A-1000	Rave Prepare Stand Alone Annual License Fee; Priced per population; Minimum $5,000. Annual fee	$0.08

AT&T Mobility Application Solutions Continued		
Incident Management Solution	**Intrado**	**Intrado Safety Suite is an end-to-end incident management solution designed to help K-12, Higher Education, and Healthcare facilities prevent, prepare, respond, and recover from any kind of threat with its comprehensive set of tools built for keeping people safe. This solution is compliant with Alyssa's Law. Safety Suite is comprised of Revolution (on-premises notification software), Safety Shield (incident management & reunification software), and Wearable Panic Button – bringing unrivaled protection when used in concert with each other.**

Safety Suite Recurring Fees

Product Name	Item Code	Price
Annual Safety Suite Subscription per School/Business Location	SFS-DIR-ANNUAL-LOCATION	$3000.00

Safety Suite Hardware Fees

Product Name	Item Code	Price
Wearable Panic Button Kit Bundle	PB-DIR-PUR	$300.00

Safety Suite Hardware Subscription Fees

Product Name	Item Code	Price
Wearable Annual Subscription Fee	PB-DIR-SUB	$100.00

Safety Suite Setup Fees and Professional Services

Product Name	Item Code	Price
Safety Shield Setup Fee – Required - Remote (Per School/Business Location)	SFS SET-UP	$500.00

Product Name	Item Code	Price
Safety Shield Training (Remote) - preferred	SFS-TRAINING	$1200.00
Safety Shield (Professional Services) – Hourly rate – if required	SFS-PROFSERV	$120.00
Safety Shield (Professional Services) – Travel if required	SFS-TRAVEL	Cost

Revolution Hardware and Miscellaneous Services

Product Name	Item Code	Price
Revolution paging relay	SA-RELAY	$850.00
Revolution paging relay hardware annual protection plan (1st year) - *optional*	SA-RELAY-PCS	$170.00
Revolution paging relay hardware annual protection plan – 1 year renewal (after 1st year) - *optional*	SA-RELAY-PCS-RWL	$170.00
Revolution windows server SYN-300 – 32GB RAM; One TB SATA Hard Drive; Fits in a Mini-1U rack- mountable Chassis	SYN-300	$4052.00
Revolution Windows Server SYN-600 - 64GB RAM; Two 960GB SSD SATA in RAID 1; Dual Power Supply; Fits in a 1U rack mountable chassis	SYN-600	$13740.00
Remote Application Assistance for Revolution Platform (initial rate for 4-hour time block) – if needed	RMT-INSTL	$1000.00
Additional Remote Assistance Hours for Revolution (sold at hourly rate) – if needed	RMT-INST-ADD	$250.00
Revolution 3-Day Training Course for Value Added Resellers (VARs). This service is sold per person attending the training seminar.	VAR-REV-TRAINING	$1500.00

Revolution Device License Recurring Fees

Product Name	Item Code	Unit Price
Revolution Notification Platform Device License - 1 Year Subscription: 50 - 200 Devices (Endpoints)	REV-T0	$18.75
Revolution Notification Platform Device License - 1 Year Subscription: 250 - 950 Devices (Endpoints)	REV-T1	$12.25

Product Name	Item Code	Unit Price
Revolution Notification Platform Device License - 1 Year Subscription: 1,000 - 2,450 Devices (Endpoints)	REV-T2	$10.94
Revolution Notification Platform Device License - 1 Year Subscription: 2,500 - 4,950 Devices (Endpoints)	REV-T3	$8.75
Revolution Notification Platform Device License - 1 year subscription - 5,000 - 9,950 devices (Endpoints)	REV-T4	$7.88
Revolution Notification Platform Device License - 1 year subscription – 10,000+ devices (Endpoints)	REV-T5	Upon request
High availability license for secondary server. Price is per endpoint and must match subscription license.	REV-TX-HA	20% of Subscription price

Revolution Mobile Device Recurring Fees

Product Name	Item Code	Unit Price
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 50-200 Devices	REV-MOBILE-T0	$4.38
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 250 - 950 Devices	REV-MOBILE-T1	$3.94
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 1,000 - 2,450 Devices	REV-MOBILE-T2	$3.50
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 2,500 - 4,950 Devices	REV-MOBILE-T3	$3.06
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 5,000 - 9,950 Devices	REV-MOBILE-T4	$2.63
Revolution Mobile Device License with unlimited push notifications - 1 year Subscription 10,000+ Devices	REV-MOBILE-T5	Upon request

Revolution Enterprise Device License Bundle Recurring Fees

Each bundle license includes 1 Desktop Client, 1 Mobile Device, and the customer's choice of either 1 IP Phone License OR 1 IP Device License.

Product Name	Item Code	Unit price
Revolution Notification Platform Bundled Device license - 1 year subscription - 50 - 200 devices	REV-BND-T0	$23.04
Revolution Notification Platform Bundled Device license - 1 year subscription - 250 - 950 devices	REV-BND-T1	$15.65
Revolution Notification Platform Bundled Device license - 1 year subscription - 1,000 - 2,450 devices	REV-BND-T2	$13.96
Revolution Notification Platform Bundled Device license - 1 year subscription - 2,500 - 4,950 devices	REV-BND-T3	$11.31
Revolution Notification Platform Bundled Device license - 1 year subscription - 5,000 - 9,950 devices	REV-BND-T4	$10.11
Revolution Notification Platform Bundled Device license - 1 year subscription - 10,000+ devices	REV-BND-T5	Upon request
High availability license for secondary server. Price is per endpoint and must match subscription license.	REV-BND-TX-HA	20% of Subscription price

Revolution SLED Device License Bundle Recurring Fees

Each bundle license includes 1 Desktop Client, 1 Mobile Device, and the customer's choice of either 1 IP Phone License OR 1 IP Device License.

Product Name	Item Code	Unit price
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 50 - 200 devices	REV-SLED-T0	$20.53
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 250 - 950 devices	REV-SLED-T1	$13.94
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 1,000 - 2,450 devices	REV-SLED-T2	$12.44

Product Name	Item Code	Unit price
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 2,500 - 4,950 devices	REV-SLED-T3	$10.08
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 5,000 - 9,950 devices	REV-SLED-T4	$9.00
Revolution Notification Platform SLED Bundled Device license - 1 year subscription - 10,000+ devices	REV-SLED-T5	Upon request
High availability license for secondary server. Price is per endpoint and must match subscription license.	REV-SLED-TX-HA	20% of Subscription price

AT&T FirstNet Control Center Platform	**AT&T FirstNet Control Center Platform**	**AT&T FirstNet CC will give you global visibility into the activity of all your SIMs on the AT&T network, but more than that, use this proven platform to:** **Drive efficiency and profitability, empowered with robust self-service tools for provisioning, real-time diagnostics, usage controls, and more. The CC Portal gives you 24x7 access to your wireless account, so you can more productively and efficiently manage your services.** **Control Costs – Start with a no-touch activation experience— automatically activating your devices on the network as soon as your end users or installers switch them on in the field. Then utilize automated overage controls, notifications, and rules to control costs once your devices are in use. Eliminate manual efforts and use the automation engine in the AT&T CC to save time and money.** **Automation Engine –Streamline your business processes and scale faster using a powerful automation engine to programmatically control your devices. Monitor SIMs, usage, rate plans, or other elements of your connected device business and trigger actions to run automatically when critical events occur.** **Gain Strategic Insight—Get the intelligence you need to manage your connected device business for maximum efficiency. AT&T CC puts everything from data utilization and costs to performance and provisioning status at your fingertips. You'll see important usage trends, which devices cost the most, and**

		whether your devices are working as expected in the field. **Troubleshoot Problems Instantly – Run detailed diagnostics on any device, online and in real-time, whether on the AT&T network or roaming internationally. Check provisioning status, see connection session history, and view real-time connectivity status. Immediately identify connectivity issues and get the information you need to get them resolved quickly.** **CC may require a Commercial Connectivity Services (CCS) APN** • ***FirstNet CC supports all approved FirstNet Data plans listed in the AT&T MCS End User Price List***

AT&T Dedicated Internet (ADI) Solution Continued

AT&T Dedicated Internet (ADI)	**AT&T**	**AT&T Dedicated Internet provides carrier class, fiber based, synchronous internet connectivity**

Product Code	Product Name	List Price
Monthly Recurring Charges		
ADI-1GB	AT&T Dedicated Internet (ADI) connection (1 GB)	$7,000/Month
VPN-C	VPN Concentrator	$750/Month
One Time Charges		
Install-Svcs	Installation of VPN Concentrator	$3,000/per device

*AT&T Dedicated Internet as well as the VPN Concentrator options are intended to be used in conjunction with AT&T cellular/mobility services only.

Pricing is subject to change based on the specific location.

AT&T Private Mobile Connection Custom APN Solution Continued

AT&T Private Mobile Connection (PMC)	**AT&T**	**The AT&T Private Mobile Connection (PMC) provides enterprise customers the ability to extend their Wide Area Network (WAN) using AT&T's cellular network. By using standards-based connectivity options between the Enterprise network and the cellular network, customers are able to securely and reliably extend their network to mobile end points.** **Private Mobile Connection provides customers with flexible cellular network solutions that are tailored to support their existing data networking environment**

Product Code	Private Mobile Connection Professional Service Activities	Description	NRC
PMCAPN0/ PMCAPNQ	Private Mobile Connection Custom APN Design	Onetime (NRC) Professional Service fee for initial design of a Private Mobile Connection Custom Access Point Name (APN).	$500
PMCTRN0/ PMCTRNQ	Private Mobile Connection Transport Design	Onetime (NRC) Professional Service fee for initial design of a Private Mobile Connection Transport (e.g., IPSEC, MPLS, SMPP). *Fee includes turn-up of multiple circuits if the circuits are turned up during the APN build or change order completion. *Onetime fee is applied when more than one custom APN order is utilizing a shared backhaul.	$1,995

MPLS ePVC charges MRC

Billing Commercial Connectivity Professional Service (Private Mobile Connection) Charges

Product Code	Bandwidth	Current MRC (1 or 2 NTC's)
PMC2M	2 Mb/s AVPN	$250
PMC5M	5 Mb/s AVPN	$437
PMC10M	10 Mb/s AVPN	$610
PMC20M	20 Mb/s AVPN	$750
PMC50M	50 Mb/s AVPN	$1,000
PMC100M	100 Mb/s AVPN	$1,400
PMC250M	250 Mb/s AVPN	$1,600
PMC500M	500 Mb/s AVPN	$1,950
PMC1000M	1000 Mb/s AVPN	$3,000

FirstNet Core PMC AVPN / MPLS Interconnect Transport Monthly Recurring Charge (MRC)

Product Code	Bandwidth	Current MRC (1, 2 or 3 NTC's)
FNPMC2M	2 Mb/s AVPN	$250
FNPMC5M	5 Mb/s AVPN	$437
FNPMC10M	10 Mb/s AVPN	$610
FNPMC20M	20 Mb/s AVPN	$750
FNPMC50M	50 Mb/s AVPN	$1,000
FNPMC100M	100 Mb/s AVPN	$1,400
FNPMC250M	250 Mb/s AVPN	$1,600
FNPMC500M	500 Mb/s AVPN	$1,950
FNPMC1000M	1000 Mb/s AVPN	$3,000

*AT&T Private Mobile Connection (PMC) Custom APN is intended to be used in conjunction with AT&T cellular/mobility services only.

EQUIPMENT DISCOUNTS		CONTRACT DISCOUNT
CRU Equipment Discount		50% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP)
CRU Accessory Discount		30% Off AT&T ABS/SBS Equipment Grid National Contract Reference Price (NCRP)
EMPLOYEE DISCOUNTS	**Government Employee Discount** https://www.att.com/offers/discount-program/government-employees.html	
IRU Employee Discount	**Reference Foundation Account Number (FAN) 4599651**	17%
IRU Accessory Discount		25%
AT&T Government Reference Guide https://www.wireless.att.com/businesscenter/enterprise-reference-guide/index.jsp?wtLinkName=EnterpriseGovernmentReferenceGuide&wtLinkLoc=RN		
AT&T FirstNet https://www.firstnet.com/marketing/index.html#/marketing/index/home		

FirstNet Responder Network Authority https://firstnet.gov/		
AT&T Service Coverage Maps http://www.att.com/maps/wireless-coverage.html/		
AT&T Mobile Phone & Device Tutorial https://www.att.com/esupport/main.html#!/wireless		
		Revision 9/2/2024

REVISION HISTORY		
VERSION	**DATE**	**DESCRIPTION**
1	9/19/2025	Added IoT Rate Plans

Number	Name	Network	Type	Dept	Amount	
561-718-1032	Eric Graham	T-Mobile	Cell	CDD	24.40	
561-351-3120	GianFranco Pina	T-Mobile	Cell	CDD	24.40	
561-356-6815	Glen Talmadge	Verizon	Cell	CDD	37.45	
	Nadia DiTommaso	AT&T	Cell	CDD	29.99	*
	Vivian Mendez	AT&T	Cell	Clerk	29.99	*
561-879-5032	Leanna Collazo	Verizon	Cell	CRA	37.45	
561-388-7955	Renee Roberts	AT&T	Cell	CRA	41.96	
	Barbara Gould	AT&T	Cell	Finance	29.99	*
	Paul McGuinness	AT&T	Cell	IT	29.99	*
	Judith Cooper	AT&T	Cell	Library	29.99	*
728-210-3548	Library	Verizon	HotSpot	Library	40.01	
728-210-3574	Library	Verizon	HotSpot	Library	40.01	
728-210-3587	Library	Verizon	HotSpot	Library	40.01	
728-210-3631	Library	Verizon	HotSpot	Library	40.01	
728-210-3690	Library	Verizon	HotSpot	Library	40.01	
773-550-0248	Library	Verizon	HotSpot	Library	40.01	Grant funded - ALA
773-339-7212	Library	Verizon	HotSpot	Library	40.01	Grant funded - ALA
464-266-5453	Library	Verizon	HotSpot	Library	40.01	Grant funded - ALA
773-550-0252	Library	Verizon	HotSpot	Library	40.01	Grant funded - ALA
708-815-4932	Library	Verizon	HotSpot	Library	40.01	Grant funded - ALA
773-919-5280	Library	Verizon	HotSpot	Library	40.01	Grant funded - ALA
	Jason Tenney	AT&T	Cell	Marina	29.99	*
	Tyler Rands	AT&T	Cell	Marina	29.99	*
	Sim Card	T-Mobile	Security Cameras	PBSO	19.74	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	T-Mobile	Security Cameras	PBSO	29.40	
	Sim Card	AT&T	Shot Spotter	PBSO	41.23	
	Sim Card	AT&T	Shot Spotter	PBSO	41.23	
	Sim Card	AT&T	Shot Spotter	PBSO	41.23	
	Sim Card	AT&T	Shot Spotter	PBSO	41.23	
	Merrell Angstreich	AT&T	Cell	PIO	29.99	*
561-970-8799	Calvin Cochran	AT&T	Cell	PW	29.66	
561-722-1978	Courtney Ellis	AT&T	Cell	PW	29.66	
561-307-8112	Dwayne Bell	AT&T	Cell	PW	29.66	
561-718-4301	Edward Brady	AT&T	Cell	PW	29.66	
561-718-4204	Fensely Wisdom	AT&T	Cell	PW	29.66	
561-707-7933	Henry Rosario	AT&T	Cell	PW	29.66	
561-722-9379	Howard Butts	AT&T	Cell	PW	29.66	
561-879-0104	Jaime Morales	AT&T	Cell	PW	29.66	
561-721-5108	Jimmy Skrandel	AT&T	Cell	PW	29.66	
	John Wille	AT&T	Cell	PW	29.99	*

561-718-1026	John Wylie	AT&T	Cell	PW	29.66	
561-718-2445	Kevin Brown	AT&T	Cell	PW	29.66	
561-512-7327	Marquis Mitchell	AT&T	Cell	PW	29.66	
561-512-5096	Marvin Payne	AT&T	Cell	PW	29.66	
561-722-0209	Paul Mathis	AT&T	Cell	PW	29.66	
561-718-2377	PW	AT&T	Cell	PW	29.66	
561-718-0975	Tafari Nichols	AT&T	Cell	PW	29.66	
561-722-9266	Travis Evins	AT&T	Cell	PW	29.66	
561-718-2389	Verdree Patterson	AT&T	Cell	PW	29.66	
561-718-2377	Michael Sloan	Verizon	Cell	Special E	37.45	
	Riunite Franks	AT&T	Cell	Special E	29.99	*
561-718-8989	Mayor	AT&T	Cell	TM	41.96	
561-718-9414	Rich Reade	T-Mobile	Cell	TM	39.40	
	Commissioner	AT&T	Cell	TM	29.66	*
	Commissioner	AT&T	Cell	TM	29.66	*
	Commissioner	AT&T	Cell	TM	29.66	*
	Commissioner	AT&T	Cell	TM	29.66	*
				Monthly	2067.46	
				Annually	24809.52	

*New device to be added once commission approves

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026
Originating Department: Clerk
Agenda Title: Appointment - Tree Board - Mr. Brady Drew
Agenda Category: Board Member Nomination
Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Application, Commission Letter, Nomination

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Summary Explanation/Background:
The Town Clerk's Office received a Board Application from Mr. Brady Drew for re-appointment as a regular member on the Tree Board and to serve a Three (3) year term. The Tree Board has two (2) regular positions and two (2) alternate position available.

Mr. Drew has served on the Tree Board for the last six (6) years and is the current Board Chair.

Commissioner Linden has indicated a desire to nominate Mr. Drew to continue to serve on the Tree Board.

To formally approve this re-appointment, the Town Commission is requested to provide a second to the nomination and provide a majority vote for the nominee to be re-appointed to the Board.

Mr. Drew will be in attendance at the meeting should the Commission have any questions for him.

Recommended Motion:
I second Commissioner Linden's nomination to re-appoint Mr. Brady Drew as a Regular Member to the Town of Lake Park's Tree Board.

Office of the
Town Clerk

September 22, 2026

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i)" Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

Applicant for Re-appointment:

Brady Drew has applied for re-appointment to the Tree Board as a regular member. The Tree Board currently has two regular memberships and two alternate positions available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

Sincerely,

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2026.09.22 12:00:20 -04'00'

Laura Weidgans
Deputy Town Ckerk

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Drew, Brady P
Last First Middle

Address: 538 Sabal Palm Dr

Birthday: Month: 7 Day: 4

Telephone: home _____ work _____ cell 850-585-7217

E-Mail Address bradypdrew@gmail.com

	Yes	No
Are you a resident of Lake Park	X	☐
Are you a non-resident business owner in Lake Park	☐	X
Are you a registered voter (Response to this question is not mandatory)	X	☐
Do you currently serve on a Town Board or Committee	X	☐
If so, which one(s): Tree Board		
Have you been convicted of a crime	☐	X
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

Active Boards:

Choice #	Board	Choice #	Board
☐	CRA Board (Community Redevelopment Agency)	☐ 2	Planning & Zoning/ Historic Preservation Board *
☐ 3	Library Board		
☐ 1	Tree Board		

Inactive Boards:
Code Compliance
Harbor Marina Advisory Board
Floodplain Management Committee
Construction Board of Adjustments & Appeals
Stormwater Policy Steering Committee

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

535 Park Avenue, Lake Park, Florida 33403
Lake Park Board Application
561-881-3311

Your Name: Brady Drew

Please indicate the reason for your interest in your first and second choices:
Promote environmentally friendly development.

Number of Meetings of the above boards you have attended in the past six months: 2

Your educational background: (High school, College, Graduate School or other training)
Graduate School

What is/was your profession or occupation: Engineer

How long: 15 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Evaluate compliance to technical codes/standards

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Treeboard chair

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: [illegible] Date: 9/16/26

Outlook

Re: Nomination needed for Tree Board Applicant

From John Linden <jlinden@lakeparkflorida.gov>
Date Mon 9/21/2026 4:53 PM
To Laura Weidgans <lweidgans@lakeparkflorida.gov>

I would be glad to nominate Brady .

John L. Linden
Commissioner
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Work: (561) 881-3300
Cell: 312-560-0110
jlinden@lakeparkflorida.gov

* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.

From: Laura Weidgans <lweidgans@lakeparkflorida.gov>
Sent: Monday, 21 September 2026 16:39:27
To: Town Clerk <townclerk@lakeparkflorida.gov>
Subject: Nomination needed for Tree Board Applicant

Good afternoon,

We received an application from Brady Drew the re-appointment to the Tree Board. He is currently serving as the Board Chair. Does anyone wish to nominate Mr. Drew? His application is attached for your review along with a link to his Linkedin page.

Laura Weidgans
Deputy Town Clerk

Town of Lake Park,
Office of the Town Clerk
535 Park Avenue
Lake Park, FL 33403
561-881-3311
lweidgans@lakeparkflorida.gov

Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Community Development Department

Agenda Title: Ordinance 09-2026 – Amendment - Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development Plan Review; General Procedures - 1st Reading

Agenda Category **(i.e., Consent, New Business, etc.):** **Ordinance on 1st Reading**

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	Legal Review/Legal Ad	**Funding Source:**	Legal/Advertising
Account Number:	#108/#500-34920	**Finance Signature:**	*Barbara Gould*
Advertised:			
Date:	September 25, 2026	**Newspaper:**	Palm Beach Post

Attachments: Ordinance; Staff Report; Legal Ad; BIE; SB 1080; FSS 166.033

Please initial one:

AV Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Community Development Department is requesting the Town Commission to consider a proposed Ordinance to amend the Town's Land Development Regulations (LDR's) to ensure that the Town is in compliance with state law. Specifically, Senate Bill 1080 (2025) – Florida Statute 166.033, which was signed by the Governor and is now state law, requires the Town to ensure the following (not an inclusive list):

→ Town staff must complete a sufficiency review of an application for development permits and orders and provide comments within 5 business days of receipt of application (to determine

completeness)

- → If an application for development permits and orders is determined to be incomplete, the Town maintains 30 days to request additional information from the applicant regarding the proposed project. The applicant is then required to provide the requested information within 30 days of the Town's request
- → Once the application for development permits and orders has been deemed complete, Town staff will then be required to review the proposed project to ensure that it is compliant with all applicable codes. During this process, the Town may request additional information from the applicant that will be required to be submitted to the Town within 30 days. If the information is not received and/or the Town and the applicant do not agree to an extension of time, the proposed application shall be deemed withdrawn
- → Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that require action by the Town Commission and/or Town Boards/Committees (i.e., quasi-judicial or public hearing) must be either Approved, Approved with Conditions or Denied within 180 days from the date the application is deemed complete
- → Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that do not require action by the Town Commission and/or Town Boards/Committees (Administrative determination only) must be either Approved, Approved with Conditions or Denied within 120 days from the date the application is deemed complete
- → The review timeframes shall restart when a substantive change (15% or more increase in proposed density, intensity or square footage) to the application is requested by the applicant.
- → Provides various refund options if the prescribed development review timeframes are not met the Town. If the applicant does not meet the timeframes outlined, a refund is not required by the Town

Note: The proposed new state law and subsequent proposed LDR amendments are expected to condense the development and permit approval process; however, the Town Commission, Town Boards/Committees and staff may expect to issue/provide a higher number of Approvals with Conditions or Denial of applications (if applicants fail to comply with the required timeframes) as a result of these new state approved requirements for local governments.

The proposed Ordinance (and amendments) was prepared by the Town Planner and reviewed by the Community Development Director and the Town Attorney.

The proposed Ordinance is scheduled to be considered by the Town's Planning and Zoning Board during their meeting on October 5, 2026 and any comments/recommended changes to the proposed Ordinance will be provided to the Town Commission prior to considering the Ordinance on 1st Reading (so as to not postpone this agenda item).

The proposed Ordinance is being presented on 1st reading and, if approved, will be presented to the Town Commission on 2nd and Final Reading during their Regular Meeting on November 4, 2026.

Note: The proposed Ordinance has been properly advertised in accordance with state law (copy of legal ad is enclosed).

Recommended Motion:
I move to approve Ordinance 09-2026 on 1st reading to amend the Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development plan review; general procedures.

ORDINANCE 09-2026

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town's Community Development Department (the Department) has reviewed Senate Bill 1080, codified at Fla. Stat. 166.033 and recommends the enactment of this ordinance to update of the Department's procedures and timelines for the processing of development applications; and

WHEREAS, the Town's Planning and Zoning Board has conducted a public hearing and reviewed the proposed amendments to the Code of Ordinances of the Town, and has provided its recommendation to the Town Commission; and

WHEREAS, the Town Commission, after its review of the recommendations from the Department and the Planning and Zoning Board, and after due notice and public hearings amends Section 67-37 of Article II of Chapter 67 entitled "Land Development Code".

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 67 of the Lake Park Code of Ordinances, entitled "Land Development Code" is hereby amended to read follows:

Chapter 67 LAND DEVELOPMENT CODE[1]

Sec. 67-37. Development plan review; general procedures.

(a) Applicants seeking review of ~~The developer shall submit~~ a development plan shall submit all materials necessary to process the application ~~at the expense of the applicant as required by this article~~ to the community development department. The development plan review procedure applies to redevelopment of existing projects as defined by section 51-4.

(b) Within ~~ten~~ five working days of receipt of a development plan, the community development department shall:

(1) ~~Determine that the plan is complete and proceed with the procedures below~~ Acknowledge receipt of the application; ~~or~~and

(2) Within 30 days of receiving the application, the community development department shall provide written confirmation that all required information has been submitted (complete submittal), or specify the deficiencies in the information submitted, or additional information that is required to make the application a complete submittal. ~~Determine that the information is incomplete and inform the developer in writing of the deficiencies.~~ If there are deficiencies, t~~T~~he applicant ~~developer~~ may submit an amended plan within 30 ~~working~~ days without payment of a reapplication fee, but, if more than 30 days have elapsed, the developer ~~must thereafter reinitiate the review process and~~ shall pay an additional fee. Refer to (d) below for procedures regarding requests for additional information.

(3) For applications that do not require final zoning action through a quasi-judicial hearing or, in the case of a zoning code text amendment, or an amendment to the comprehensive plan, a public hearing, the community development department shall approve, approve with conditions, or deny the application within 120 days after it has deemed the application to be complete.

(4) For applications that require final zoning action through a quasi-judicial hearing, the Town Commission shall approve, approve with conditions, or deny the application within 180 days after the community development department has deemed the application complete.

(5) The review timeframes above shall restart whenever an applicant submits any substantive change to the application of 15 percent or more in the proposed density, intensity, or square footage of a parcel or parcels of the development plan submitted.

(6) Once the application has been deemed complete, if the applicant does not provide a resubmittal for 30 days or the applicant and the Town do not agree to an extension of time, the application shall be deemed withdrawn.

(c) When reviewing an application for a development plan that has been certified by a professional listed in s. 403.0877, F.S. the Town shall not request additional information from the applicant more than three times, unless the applicant waives this limitation in writing. ~~The town commission shall review the plan and the comments of the community development department and determine whether the proposal complies with the requirements of these regulations. Within ten working days of the meeting, the town commission shall issue a development order complying with section 67-40 or refuse to issue a development order based on it being impossible for the proposed development, even with reasonable modifications, to meet the requirements of these regulations.~~

(d) Procedures for requesting additional information:

(1) Where the community development department has requested additional information and the applicant shall submit the additional information requested within 30 days after receiving the request. The community development department shall review the additional information submitted for completeness and within 30 days of its receipt of the additional information, issue a written communication confirming that all additional information satisfies the community development department's request for additional information or specify with particularity any areas that are deficient and/ or such additional information that is necessary to make the application complete.

(2) Whenever the community development department makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the Town shall review the additional information submitted for completeness and issue a written communication confirming that the additional information satisfies the community development department's request, or specify with particularity any areas that are deficient, and/or additional information that is necessary to make the application complete within 10 days after receiving the additional information.

(3) Should the community development department determine that an application remains incomplete, and it submits a third request for additional information, the community development department shall provide a written communication to the applicant offering a meeting to discuss the basis of its determination that the application remains incomplete. If the Town makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the third request, the community development department shall process the application within 10 days of its receipt of the additional information whether it determines the application to be complete, or not, unless the applicant agrees in writing to waive the Town's limitation. If the applicant waives this limitation, the community development department shall have up to an additional 30 days to review the additional information.

(4) If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the Town, at the applicant's request, shall proceed to process the application for approval or denial.

~~The time schedule expressed in this section may be modified as agreed to between the applicant and the town manager.~~

(e) The Town shall issue a refund of the application fee to an applicant equal to:

(1) Ten percent of the application fee where the community development department does not issue a written notification of completeness or deficiency, or identify with specificity the additional information requested which must be submitted within 30 days after receiving the application.

(2) Ten percent of the application fee where the community development department does not issue a written notification of completeness or deficiency, or identify with specificity the additional information requested which must be submitted within 30 days after receiving the additional information pursuant to a second request.

(3) Twenty percent of the application fee where the community development department does not issue written notification of completeness or deficiency, or identify with specificity the additional information requested which must be submitted, within 30 days after receiving the additional information pursuant to a third request.

(4) Fifty percent of the application fee if the Town fails to approve, approve with conditions, or denies the application within 30 days after conclusion of either the 120-day or 180-day timeframe specified in subsection (b) (3) and (4).

(5) One hundred percent of the application fee if the Town fails to approve, approve with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (b) (3) and (4).

(6) The timeframes expressed under (b) (3) and (4) may be modified provided the applicant agrees to do so, or in the event of force majeure or, other extraordinary circumstance, as determined by the community development department. The Town is not obligated to issue a refund where the applicant has requested an extension, the delay is caused by the applicant, or the delay is attributable to a force majeure, or other extraordinary circumstance, as determined by the community development department.

(Ord. No. 7-1993, § III, 2-3-1993; Code 1978, § 33-131)

Section 3. Codification. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict

herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 6. Effective Date. This ordinance shall take effect immediately upon execution.

#8283577 v1 26504-00001

TOWN LAKE OF PARK
TOWN COMMISSION
STAFF REPORT
MEETING DATE: October 7, 2026

Item: Development Processing Ordinance Updates

SUMMARY OF ITEM:

Updates to the Town's development procedures are required to comply with changes to state law (SB 1080 and FSS 166.033). The proposed amendments will implement these changes, specific to FSS 166.033, which generally modify review timelines and timelines for approval of quasi-judicial applications by the Town Commission and approval of non-quasi-judicial projects.

Note: The proposed Ordinance was considered by the Town's Planning and Zoning Board during their meeting on October 5, 2026 and any comments/recommended changes to the proposed Ordinance will be provided to the Town Commission prior to considering the Ordinance on 2nd Reading (so as to not postpone this agenda item).

Background:

The Community Development Department is requesting that the Town Commission consider Ordinance 09-2026 that would amend the Town's development procedures to be in compliance with state Law. In accordance with state law, the proposed amendments, upon approval, would modify review timelines and procedures for quasi-judicial and non-quasi-judicial development applications.

Proposed Amendments, in part:

- Town staff must complete a sufficiency review of an application for development permits and orders and provide comments within 5 business days of receipt of application (to determine completeness)
- If an application for development permits and orders is determined to be incomplete, the Town maintains 30 days to request additional information from the applicant regarding the proposed project. The applicant is then required to provide the requested information within 30 days of the Town's request
- Once the application for development permits and orders has been deemed complete, Town staff will then be required to review the proposed project to ensure that it is compliant with all applicable codes. During this process, the Town may request additional information from the applicant that will be required to be submitted to the Town within 30 days. If the information is not received and/or the Town and the applicant do not agree to an extension of time, the proposed application shall be deemed withdrawn
- Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that require action by the Town Commission and/or Town Boards/Committees (i.e., quasi-judicial or public hearing) must be either Approved, Approved with Conditions or Denied within 180 days from the date the application is deemed complete
- Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that do not require action by the Town Commission and/or Town Boards/Committees (Administrative determination only) must be either Approved, Approved with Conditions or Denied within 120 days from the date the application is deemed complete
- The review timeframes shall restart when a substantive change (15% or more increase in proposed density, intensity or square footage) to the application is requested
- Provides various refund options if the prescribed development review timeframes are not met the Town. If the applicant does not meet the timeframes outlined, no refund is required by the Town

The proposed amendments are anticipated to condense the development approval process and may result in more requests for approval with conditions or denial if applicants fail to comply with the comments provided by Town reviewers within the allotted development timeframes.

PART II: STAFF RECOMMENDATION

Staff recommends the Town Commission move to "APPROVE" Ordinance 09-2026 on first reading.

PUBLIC NOTICE
TOWN OF LAKE PARK
NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, OCTOBER 5, 2026 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

THE TOWN COMMISSION WILL ALSO CONDUCT A PUBLIC HEARING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW ON 1st READING WEDNESDAY, OCTOBER 7, 2026 AT 6:30PM AND 2ND READING WEDNESDAY, NOVEMBER 4 , 2026 AT 6:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (TENTATIVE DATES, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY AGENDA CHANGES). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

Agenda Item:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at aviane@lakeparkflorida.gov. If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez
PUB: The Palm Beach Post – Friday, September 25, 2026

Town of Lake Park
Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with ***Section 166.041(4), Florida Statutes*** *and must be* ***included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website*** *for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of Proposed Ordinance

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Section A

Based on a review of the proposed ordinance (choose one):

X_____ The Town has determined that the statutory exemption(s) identified below apply to the proposed ordinance and no Business Impact Estimate is required.

_____The Town has determined that the statutory exemption(s) identified below apply to the proposed ordinance; however, the Town has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

____ The Town has prepared a Business Impact Estimate pursuant to section 166.041(4), Florida Statutes.

Exemptions

If one or more boxes are checked below, this means that the Town has determined that a Business Impact Estimate is not required by state law for the proposed ordinance:

- ☐ X 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 one of the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S., and development agreements as authorized by the Florida Local Government Development Agreement Act (ss. 163.3220-163.3243, FS);
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B

This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for- profit businesses in the Town, if any:

   a) An estimate of direct compliance costs that businesses may reasonably incur.

   b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

3. An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

4. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

5. Additional information/methodology for preparation, if any:

Prepared by:

___Anders Viane, Town Planner_____ _____8/21/2026_____

Print name and title Date

AV

_____

Signature

Copy Uploaded to the Web on _____with packet_____ Initials____AV____

An act relating to local government land regulation; amending s. 125.022, F.S.; requiring counties to specify minimum information necessary for certain applications; revising timeframes for processing applications for approval of development permits or development orders; defining the term “substantive change”; providing refund parameters in situations where the county fails to meet certain timeframes; providing exceptions; amending s. 163.3180, F.S.; prohibiting a school district from collecting, charging, or imposing certain fees unless they meet certain requirements; providing a standard of review for actions challenging such fees; amending s. 553.80, F.S.; specifying certain purposes for which local governments may use certain fees to carry out activities relating to obtaining or finalizing a building permit; amending s. 163.31801, F.S.; revising the voting threshold required for approval of certain impact fee increase ordinances by local governments, school districts, and special districts; requiring that certain impact fee increases be implemented in specified increments; prohibiting a local government from increasing an impact fee rate beyond certain phase-in limitations under certain circumstances; deleting retroactive applicability; amending s. 163.3184, F.S.; providing that if comprehensive plan amendments are not adopted at a specified hearing, such amendments must be formally adopted within a

certain time period or they are deemed withdrawn; increasing the time period within which comprehensive plan amendments must be transmitted; amending s. 166.033, F.S.; requiring municipalities to specify minimum information necessary for certain applications; revising timeframes for processing applications for approval of development permits or development orders; defining the term "substantive change"; providing refund parameters in situations where the municipality fails to meet certain timeframes; providing exceptions; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.022, Florida Statutes, is amended to read:

125.022 Development permits and orders.—

(1) A county shall specify in writing the minimum information that must be submitted in an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A county shall make the minimum information available for inspection and copying at the location where the county receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the county's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a

county shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a county must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the county has deemed the application complete.~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the county has deemed the application complete. Both parties may agree in writing or in a public meeting or hearing to ~~a reasonable request for~~ an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the county's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552. The timeframes contained in this subsection restart if an applicant makes a substantive

88 change to the application. As used in this subsection, the term
89 "substantive change" means an applicant-initiated change of 15
90 percent or more in the proposed density, intensity, or square
91 footage of a parcel.
92 (3)(a) ~~(2)(a)~~ When reviewing an application for a
93 development permit or development order that is certified by a
94 professional listed in s. 403.0877, a county may not request
95 additional information from the applicant more than three times,
96 unless the applicant waives the limitation in writing.
97 (b) If a county makes a request for additional information
98 and the applicant submits the required additional information
99 within 30 days after receiving the request, the county must
100 review the application for completeness and issue a letter
101 indicating that all required information has been submitted or
102 specify with particularity any areas that are deficient within
103 30 days after receiving the additional information.
104 (c) If a county makes a second request for additional
105 information and the applicant submits the required additional
106 information within 30 days after receiving the request, the
107 county must review the application for completeness and issue a
108 letter indicating that all required information has been
109 submitted or specify with particularity any areas that are
110 deficient within 10 days after receiving the additional
111 information.
112 (d) Before a third request for additional information, the
113 applicant must be offered a meeting to attempt to resolve
114 outstanding issues. If a county makes a third request for
115 additional information and the applicant submits the required
116 additional information within 30 days after receiving the

request, the county must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the county, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A county must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the county fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3)(b).

(c) Twenty percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3)(c).

(d) Fifty percent of the application fee if the county fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

(e) One hundred percent of the application fee if the county fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

A county is not required to issue a refund if the applicant and the county agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5) ~~(3)~~ When a county denies an application for a development permit or development order, the county shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(6) ~~(4)~~ As used in this section, the terms “development permit” and “development order” have the same meaning as in s. 163.3164, but do not include building permits.

(7) ~~(5)~~ For any development permit application filed with the county after July 1, 2012, a county may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit.

(8) ~~(6)~~ Issuance of a development permit or development order by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the

175 county for issuance of the permit if the applicant fails to
176 obtain requisite approvals or fulfill the obligations imposed by
177 a state or federal agency or undertakes actions that result in a
178 violation of state or federal law. A county shall attach such a
179 disclaimer to the issuance of a development permit and shall
180 include a permit condition that all other applicable state or
181 federal permits be obtained before commencement of the
182 development.
183 (9) ~~(7)~~ This section does not prohibit a county from
184 providing information to an applicant regarding what other state
185 or federal permits may apply.
186 Section 2. Present paragraph (j) of subsection (6) of
187 section 163.3180, Florida Statutes, is redesignated as paragraph
188 (k), and a new paragraph (j) is added to that subsection, to
189 read:
190 163.3180 Concurrency.—
191 (6)
192 (j) A school district may not collect, charge, or impose
193 any alternative fee in lieu of an impact fee to mitigate the
194 impact of development on educational facilities unless such fee
195 meets the requirements of s. 163.31801(4)(f) and (g). In any
196 action challenging a fee under this paragraph, the school
197 district has the burden of proving by a preponderance of the
198 evidence that the imposition and amount of the fee meet the
199 requirements of state legal precedent.
200 Section 3. Paragraph (a) of subsection (7) of section
201 553.80, Florida Statutes, is amended to read:
202 553.80 Enforcement.—
203 (7)(a) The governing bodies of local governments may

provide a schedule of reasonable fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, may only be used for carrying out the local government's responsibilities in enforcing the Florida Building Code, including, but not limited to, any process or enforcement related to obtaining or finalizing a building permit. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities. Any unexpended balances must be carried forward to future years for allowable activities or must be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. For purposes of this subsection, the term "operating budget" does not include reserve amounts. Any amount exceeding this limit must be used as authorized in subparagraph 2. However, a local government that established, as of January 1, 2019, a Building Inspections Fund Advisory Board consisting of five members from the construction stakeholder community and carries an unexpended balance in excess of the average of its operating budget for the previous 4 fiscal years may continue to carry such excess funds forward upon the recommendation of the advisory board. The basis for a fee structure for allowable activities must relate to the level of service provided by the local government and must include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not

233 provided by the local government. Fees charged must be
234 consistently applied.
235 1. As used in this subsection, the phrase “enforcing the
236 Florida Building Code” includes the direct costs and reasonable
237 indirect costs associated with review of building plans,
238 building inspections, reinspections, and building permit
239 processing; building code enforcement; and fire inspections
240 associated with new construction. The phrase may also include
241 training costs associated with the enforcement of the Florida
242 Building Code and enforcement action pertaining to unlicensed
243 contractor activity to the extent not funded by other user fees.
244 2. A local government must use any excess funds that it is
245 prohibited from carrying forward to rebate and reduce fees, to
246 upgrade technology hardware and software systems to enhance
247 service delivery, to pay for the construction of a building or
248 structure that houses a local government’s building code
249 enforcement agency, or for training programs for building
250 officials, inspectors, or plans examiners associated with the
251 enforcement of the Florida Building Code. Excess funds used to
252 construct such a building or structure must be designated for
253 such purpose by the local government and may not be carried
254 forward for more than 4 consecutive years. An owner or builder
255 who has a valid building permit issued by a local government for
256 a fee, or an association of owners or builders located in the
257 state that has members with valid building permits issued by a
258 local government for a fee, may bring a civil action against the
259 local government that issued the permit for a fee to enforce
260 this subparagraph.
261 3. The following activities may not be funded with fees

adopted for enforcing the Florida Building Code:

a. Planning and zoning or other general government activities not related to obtaining a building permit.

b. Inspections of public buildings for a reduced fee or no fee.

c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.

d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

4. A local government must use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

a. Providing proof of licensure under chapter 489;

b. Recording or filing a license issued under this chapter;

c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or

d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

Section 4. Effective January 1, 2026, paragraphs (g) and

(h) of subsection (6) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(g)1. A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

a.~~1.~~ A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

b.~~2.~~ The local government jurisdiction has held at least ~~not less than~~ two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

c.~~3.~~ The impact fee increase ordinance is approved by ~~at least~~ a unanimous ~~two-thirds~~ vote of the governing body.

2. An impact fee increase approved under this paragraph must be implemented in at least two but not more than four equal annual increments beginning with the date on which the impact

fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

~~(h) This subsection operates retroactively to January 1, 2021.~~

Section 5. Paragraphs (b) and (c) of subsection (3) of section 163.3184, Florida Statutes, are amended to read:

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(b)1. If a plan amendment or amendments are adopted, the local government, after the initial public hearing held pursuant to subsection (11), shall transmit, within 10 working days after the date of adoption, the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state

resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the

county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency’s jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold a second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, ~~and to adopt the comprehensive plan amendments,~~ the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. <u>If the amendments are not adopted at the second public hearing, the amendments shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendments are deemed withdrawn</u> ~~The 180-day limitation does not apply to amendments processed pursuant to s. 380.06~~.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within <u>30</u> ~~10~~ working days after the final

436 adoption hearing to the state land planning agency and any other
437 agency or local government that provided timely comments under
438 subparagraph (b)2. If the local government fails to transmit the
439 comprehensive plan amendments within 30 ~~10~~ working days after
440 the final adoption hearing, the amendments are deemed withdrawn.
441 3. The state land planning agency shall notify the local
442 government of any deficiencies within 5 working days after
443 receipt of an amendment package. For purposes of completeness,
444 an amendment shall be deemed complete if it contains a full,
445 executed copy of:
446 a. The adoption ordinance or ordinances;
447 b. In the case of a text amendment, the amended language in
448 legislative format with new words inserted in the text
449 underlined, and words deleted stricken with hyphens;
450 c. In the case of a future land use map amendment, the
451 future land use map clearly depicting the parcel, its existing
452 future land use designation, and its adopted designation; and
453 d. Any data and analyses the local government deems
454 appropriate.
455 4. An amendment adopted under this paragraph does not
456 become effective until 31 days after the state land planning
457 agency notifies the local government that the plan amendment
458 package is complete. If timely challenged, an amendment does not
459 become effective until the state land planning agency or the
460 Administration Commission enters a final order determining the
461 adopted amendment to be in compliance.
462 Section 6. Section 166.033, Florida Statutes, is amended to
463 read:
464 166.033 Development permits and orders.—

(1) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete.~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a

development permit or development order within 180 days after the municipality has deemed the application complete. Both parties may agree in writing or in a public meeting or hearing to ~~a reasonable request for~~ an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the municipality's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552 or chapter 28-36, Florida Administrative Code. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(3)(a) ~~(2)(a)~~ When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a municipality may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(b) If a municipality makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional

information.

(c) If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A municipality must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after

receiving the application.

(b) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3)(b).

(c) Twenty percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3)(c).

(d) Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

(e) One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5)~~(3)~~ When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule,

statute, or other legal authority for the denial of the permit or order.

(6) ~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7) ~~(5)~~ For any development permit application filed with the municipality after July 1, 2012, a municipality may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(8) ~~(6)~~ Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9) ~~(7)~~ This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

Section 7. Except as otherwise expressly provided in this

610 act, this act shall take effect October 1, 2025.

The Florida Senate

2026 Florida Statutes

Title XII MUNICIPALITIES	Chapter 166 MUNICIPALITIES Entire Chapter	**SECTION 033** **Development permits and orders; development preapplication consulting services program required.**

166.033 Development permits and orders; development preapplication consulting services program required.—

(1)(a) By January 1, 2027, each municipality with a population of 10,000 or greater shall create and implement a program for the purpose of making available development preapplication consultation services at an applicant's request. This subsection may not be construed to affect or require the modification of a municipal program that makes available the same or substantially similar development preapplication consulting services to an applicant for a development permit or development order, including a program that requires mandatory preapplication meetings for specified types of developments, if such municipal program exists on or before July 1, 2026.

1. The preapplication consultation services authorized in this subsection are limited to those applications for permits as defined in s. 163.3169.

2. The municipality may use a qualified contractor or a qualified contractor firm as defined in s. 163.3169 to fulfill the preapplication consultation services required in this subsection.

(b) A development preapplication consultation services program must, at minimum, provide all of the following:

1. The minimum information that must be submitted in an application for a permit as defined in s. 163.3169.

2. The review and precertification of completeness of the application and all related documents, including site engineering plans or site plans or their functional equivalent, or plats, and their compliance with all relevant existing land development regulations.

(c) If an applicant chooses to use the development preapplication consultation services program, the municipality, upon receipt of the proposed development application, shall confirm receipt, verify completeness, and issue a written notification to the applicant indicating that all required information has been submitted, or specify in writing with particularity any deficiencies within 5 business days. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required information. If the municipality fails to issue the written notification within 5 business days, the application is deemed complete by operation of law without conditions, and the municipality must process the application as required in paragraph (d).

(d)1. Upon receipt of the applicant's completed application, the municipality must process the application for final action and must approve, approve with conditions, or deny the application within 45 days after submission of a complete application, except the municipality may not review again those plans specified in subparagraph (b)2.

2. If the municipality fails to take final action to approve, approve with conditions, or deny the application within the 45 days, the applicant shall notify the municipality in writing. If the municipality fails to respond within 10 days,

the application is deemed approved by operation of law without conditions, and the applicant is entitled to proceed with the proposed activity or development as though the municipality had granted unconditional approval. Approval pursuant to this subparagraph may not be construed to relieve the applicant of the obligation to comply with all other applicable federal, state, and local laws, regulations, and ordinances.

(2) If an applicant for a development permit or development order is not eligible, does not request, or elects not to use the municipality's development preapplication consulting services program pursuant to subsection (1), all of the following requirements shall apply:

(a) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(b)1. Within 5 business days after receiving an application for approval of a development permit or development order, a municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant indicating that all required information is submitted or specify in writing with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information.

2. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete.

3. For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the municipality has deemed the application complete.

4. Both parties may agree in writing or in a public meeting or hearing to an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the municipality's decision.

The timeframes contained in this paragraph do not apply in an area of critical state concern, as designated in s. 380.0552 or chapter 28-36, Florida Administrative Code. The timeframes contained in this paragraph restart if an applicant makes a substantive change to the application. As used in this paragraph, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(c)1. When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a municipality may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

2. If a municipality makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

3. If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

4. Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in [1]subparagraph 1.

5. Except as provided in subsection (4), if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(d) A municipality must issue a refund to an applicant equal to:

1. Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

2. Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to subparagraph (c)2.

3. Twenty percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to subparagraph (c)3.

4. Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day timeframe specified in subparagraph (b)2. or the 180-day timeframe specified in subparagraph (b)3.

5. One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day timeframe specified in subparagraph (b)2. or the 180-day timeframe specified in subparagraph (b)3.

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(e) When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(3) As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(4) For any development permit application filed with the municipality after July 1, 2012, a municipality may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(5) Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(6) The amount of any application fee associated with a development permit or development order must reasonably relate to the direct and reasonable indirect costs associated with the review, processing, and final disposition of the application and must be published on the municipality's fee schedule. The fee may not be based on a percentage of construction costs, site costs, or project valuation.

(7) This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

History.—s. 2, ch. 2006-88; s. 3, ch. 2012-205; s. 3, ch. 2013-92; s. 3, ch. 2013-193; s. 2, ch. 2013-213; s. 8, ch. 2019-165; s. 3, ch. 2021-224; s. 6, ch. 2025-177; s. 2, ch. 2026-7; s. 3, ch. 2026-64.

[1]**Note.**—Substituted for a reference to paragraph (a) by the editors to conform to the redesignation of paragraph (3)(a) as subparagraph (2)(c)1. by s. 3, ch. 2026-64.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Town Clerk

Agenda Title: Reconsideration of the September 2, 2026, Regular Commission Meeting Minutes

Agenda Category: Old Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-H, Comment Cards

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

During the September 16, 2026, Regular Commission Meeting, Commission O'Rourke requested that the September 2, 2026, Regular Commission Meeting Minutes be pulled from the Consent Agenda. Commissioner O'Rourke explained that he was pulling the item because he did not agree that Exhibit A had been included as part of the minutes when the speaker was not in attendance at the meeting. The Commission voted 4/1 to approve the minutes.

After further investigation, it was determined that the speaker had in fact been at the meeting and stated their comments into the record.

The purpose of resubmitting the September 2, 2026, Regular Commission Meeting Minutes is so that the Commission can reconsider keeping Exhibit A as part of the minutes.

Recommended Motion:

I move to reconsider and approve the minutes of the September 2, 2026 Regular Commission Meeting as presented.

Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday September 02, 2026
Immediately following the Community Redevelopment Agency Meeting

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

7:14 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The Pledge was conducted during the CRA meeting

APPROVAL OF AGENDA:

Mayor Michaud stated for the record that item number 4 is being removed from the agenda as per staff recommendation.

Motion to approve the agenda as modified made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

-Dana Herst introduced herself as a candidate for Executive Director for the Palm Beach County League of Cities and is visiting municipalities throughout the County.

-Michael Steinhauer provided written comments via Exhibit A.

-Mary Taylor provided written comments via Exhibit B.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Commissioner Linden requested to pull item #5.

Commissioner O’Rourke requested to pull item #6.

Motion to approve remaining consent agenda items 1, 2, and 3 made by Vice Mayor Hensley. Seconded by Commissioner Linden. Voting Aye: All.

1. Commission Budget Workshop #1 Minutes - August 10, 2026
2. Commission Budget Workshop #2 Meeting Minutes - August 19, 2026
3. Regular Commission Meeting Minutes - August 19, 2026

Items 5 and 6 were pulled for discussion:

5. Resolution 71-09-26 - Work Authorization (#WA-FY26-STW-002) - Stormwater Geographic Information System (GIS) & Computer-Aided Design (CAD) Mapping - Calvin, Giordano & Associates, Inc. - $37,575

Commissioner Linden questioned how Calvin, Giordano performed in the past and why there was no bidding process. Public Works Director Jaime Morales explained that this falls within a continuing services contract

Motion to approve the agenda item made by Commissioner Thomas. Seconded by Vice Mayor Hensley.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner O'Rourke.

Voting Nay; Commissioner Linden.

6. FY 2026 Budget Transfer - Stormwater Fund (402) - Repairs & Maintenance - Lines to Professional Services - $37,575.00

Commissioner O'Rourke asked about the budget transfer, where it comes from and where it goes. Public Works Director Morales explained that they were not able to fully execute the amount for pipe repairs because the contractor would not honor the contracted price, so they are moving those funds from stormwater into professional services within the stormwater fund.

Motion to approve made by Commissioner O'Rourke. Seconded by Commissioner Thomas.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Item 4 was removed from the agenda:

4. Resolution 70-09-26 Authorizing Work Authorization – Stormwater Basin 12 and Basin 22 Cleaning, Investigation, Repairs, and CIPP – Shenandoah General Construction, LLC – Not to Exceed $426,796.43

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

7. Resolution 72-09-26 - Special Exception - Berlin Autotech (Auto Painting & Body Shop) & 1335 Old Dixie Highway LLC (Property Owner) – 1335 Old Dixie Highway Units 18 & 19

No ex-parte communication disclosed.

Town Attorney Baird swore in all witnesses

Town Planner Anders Viane presented (Exhibit C).

The applicant, Mr. Hans Schenk presented. (Exhibit D).

Vice Mayor Hensley asked how they will store and dispose of waste and would any vehicles be left out overnight. Mr. Schenk explained that the waste would be stored in a tank and a contracted company would come and pick up the tank. He also explained that no vehicles will be outside and that they will see customers by appointment only. Commissioner O'Rourke asked how the ventilation system works. Mr. Schenk explained that all of the air is sucked up through the roof and goes through a filtration system. Commissioner O'Rourke asked if the project was reviewed for environmental factors through Fire Rescue. Town Planner Viane stated that Fire Rescue is more for life safety, but that they have enforced the Well Filled Protection Program administered through the Florida Department of Environmental Resource Management within the County. Commissioner Thomas asked if this area is near the septic to sewer area. Town Planner Viane stated that he believed it was outside of that area and outside of the CRA. Commissioner Linden asked if the applicant will be doing any mechanical work on the premises. Mr. Schenk stated they will not be doing any mechanical work, only paint and body work and body parts replacement.

Motion to approve Resolution 72-09-26 made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

8. Ordinance 08-2026 - Amendment - Town of Lake Park Code of Ordinances - Chapter 9 - Article II - Code Enforcement - Section 9-37(c) - Special Magistrates and Section 9-39(e) - Conduct of Hearing

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTIONS 9-37(c) AND 9-39(e) OF THE TOWN CODE, ENTITLED "COLLECTION OF COSTS" AND "FILING OF LIEN", PERTAINING TO HEARINGS AND FINES; PROVIDING FOR

SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Ordinance 08-2026 made by Commissioner Thomas, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Town Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

9. Discussion & Direction - Public Noticing Requirements & PADD Uses – Workshop or Regular Town Commission Meeting.

Community Development Director Nadia DiTommaso explained that this agenda item is to select a date for a workshop discussion for the noticing provisions and table of uses for the Park Avenue downtown district.

Public Comment:

-Sue LaFontaine provided written comments via Exhibit E.

The Commission discussed the need for having the workshop on a separate night from a Commission meeting. A date will be selected at another time.

10. Resolution 73-09-26 – Agreement (ITB #121-2026 - RE-BID All-Terrain Litter Vacuum) – Madvac LN50 Diesel All-Terrain Litter Vacuum – Exprolink Corporation. – $76,792

    Public Works Director Morales explained the item (Exhibit F). Commissioner Linden asked why we are looking to purchase an all-terrain vehicle. Public Works Director Morales stated that they need the all-terrain vehicle because they intend to use it for all-terrain purposes and to meet state law under the County's permit. He stated that the vehicle is not required but is recommended. Commissioner Thomas spoke in favor of having an all-terrain vehicle because of potential storm debris. Public Works Director Morales stated that this vehicle would come with a 12 month/1000 hour warranty. Commissioner O'Rourke asked if the cost of diesel fuel was included in the cost comparison between the diesel and electric vehicles. Public Works Director Morales stated that they already have the infrastructure for diesel fuel so that was not included.

Commissioner O'Rourke asked about the possibility of obtaining a grant for this vehicle. Public Works Director Morales explained that any grants that maybe appropriate are closed already and if we wait until they re-open we risk the price of the vehicle being higher. Commissioner Thomas stated that there is not only the cost of installing infrastructure for electric vehicle charging, but it would also create an issue of where to install it. Commissioner Linden asked why they selected diesel over gas. Public Works Director Morales stated that the only proposals they received were for diesel and electric.

Motion to approve Resolution 73-09-26 made by Commissioner Thomas, Seconded by Vice Mayor Hensley.

Mayor Michaud stated that the diesel option is the best choice right now because of budgetary constraints, but that at some point in the future he would like to entertain electric vehicles.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas.

Voting Nay: Commissioner Linden, Commissioner O'Rourke.

11. Resolution 74-09-26 – Memorandum of Understanding (MOU) - BRIDGES at Lake Park (Children's Home Society of Florida)

    Motion to approve Resolution 74-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

12. Resolution 75-09-26 – Agreement (RFP#122-2026) Kelsey Park Fitness Trail Exercise Equipment Replacement Project (Phase 2 – South-Side of Kelsey Park) – Reshaping - Allgrade, Inc. - $12,000

    Public Works Director Morales explained the item (Exhibit G).

    Motion to approve 75-09-26 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

13. Discussion & Direction - FY 2027 Ad-Valorem (Property Tax) Rate

Town Manager Reade provided a summary of the item. Finance Director Barbara Gould provided the Commission with a comparison chart illustrating the impact of millage rate reductions on the budget (Exhibit H). Commissioner Linden spoke about three department heads that gave up their cost of living and merit increases in order to meet the additional 5% budget reduction but would only be willing to accept that if it applied to all department heads. He stated that there are still quite a few areas that can be reduced. Mayor Michaud agreed with rejecting the three department heads that offered their increases and with reducing the millage rate to 5.0. Commissioner O'Rourke stated that it was never said that when Nautilus came online that they would lower the millage rate. He stated that the rate should still be lowered because it's too high. He urged residents to be careful about how they vote in November and how it may affect the Town. Vice Mayor Hensley stated that he also did not recall the promise of rolling the millage rate back. He asked if there are residents who would not receive a savings from the decreased millage. Finance Director Gould stated that it depends on the taxable value of their property. Vice Mayor Hensley stated that while some residents may receive a tax break, others may not, but everyone will be giving up Town services that have been removed from the budget in order to reduce the millage rate. Vice Mayor Hensley also stated that all staff are budgeted to receive a merit increase, but that doesn't mean they will. They would have to have performed above a certain level in order to be eligible. Town Manager Reade stated that the Town Clerk had researched what had been said previously about rolling back the millage rate. Town Clerk Vivian Mendez stated that it was discussed on August 16, 2023 as a part of the discussion of the draft budget for FY2023-2024. She stated that previous Town Manager John D'Agostino had stated that "due to the upcoming increases in revenue for the Town such as Nautilus 220, the Town would be able to reduce the millage rate even more in the future." Vice Mayor Hensley stated that with cuts taking place now and more cuts potentially after November that reducing the millage rate is "jumping the gun". He stated that he would agree to the reduction in the millage rate, but after November, they may need to cut it anyway. Mayor Michaud stated that the Commission is in support of reducing the millage rate to 5.0 mils. Commissioner Thomas stated she is not in support of reducing employee pay. Mayor Michaud agreed with this.

Town Manager Reade confirmed that the millage rate would be adjusted to reflect 5.0 mils and will be a part of the budget presented at the First Public Budget Meeting on September 8th and the proposed cost of living and merit increases will remain intact.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird identified Wednesday, September 9 at 6:30 P.M. for an Attorney-Client Session. He stated that Travis would like to meet with Commissioners O'Rourke, Thomas and Vice Mayor Hensley for a briefing. Commissioner O'Rourke stated that he does not agree with the process of meeting with them before the session and is not available for that. Town Attorney Baird updated the Commission on a lawsuit containing allegations in conjunction with Kelsey on Park, which has not yet been served on the Town.

-Town Manager Reade commended Chief Public Information Officer/Grant Writer Merrell Angstreich for her work with obtaining a $4 million Resilient Florida grant. He announced the Multi Cultural Festival on Saturday September 19th and the Health Fair at the Library on Saturday September 12th. He advised the Commission that there is a conflict with the October 21st Commission meeting and a Florida Redevelopment Association (FRA) Conference. He asked if the Commission would like to cancel or re-schedule the meeting on October 21st.

Motion to cancel the October 21, 2026 commission meeting made by Commissioner O'Rourke. Seconded by Commissioner Linden. Voting Aye: Mayor Michaud, Commissioner Linden, Commissioner Thomas, Commissioner O'Rourke. Voting Nay: Vice Mayor Hensley.

Town Manager Reade announced office closures for Labor Day September 7th. He also spoke about staff attending Saturday meetings and thanked everyone for attending.

-Commissioner O'Rourke thanked Dana for being here.

-Mayor Michaud also thanked Dana for taking the time to come to the Town.

-Commissioner Thomas had no comments.

-Commissioner Linden had no comments.

-Vice Mayor Hensley stated to keep residents in mind when cutting the budget because they pay the taxes.

-Mayor Michaud had no comments.

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

Motion to adjourn made by Commissioner O'Rourke. Seconded by Commissioner Linden.

Voting Aye: All.

Meeting adjourned 9:02 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 16, 2026.

_____
Mayor Roger D. Michaud

Town Seal

_____
Town Clerk, Vivian Mendez, MMC

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Exhibit A

Testimony Before Lake Park, FL Town Commission 9/02/2026

Public Comment on the '26-27 Town Budget re: Across the Board Merit Raises for All Staff

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547

Private Resident / Lake Park Society for the Advancement of Civic Engagement

Good evening.

I will begin by expressing my appreciation with the budget presentation to residents on August 22nd. Richard's team has done a remarkable job reworking the budget proposal document for its ease of readability and understanding. The dialogue was especially welcome as it rarely happens here. Thank you.

I also note that budget workshops here have clearly demonstrated your collective concern about the impact on residents. Thank you.

I want to raise concern about the proposed budget provision that would provide all town employees with a 3% merit increase on top of a 2.5% COLA.

I absolutely support paying our employees fairly and recognizing good performance. Our staff members are important to the effective operation of this town, and we want to retain good people.

But I question whether **this is the right year for an across-the-board 3% merit increase**. That increase in compensation opens the door to all the additional costs that accompany higher salaries.

These "merit" increase BELIES the very intent and definition of what a merit is, when you give it to everybody. The very purpose of merit recognition becomes diluted and meaningless.

Amendment 3 is anticipated to pass. It could substantially reduce the taxable value available to municipalities. I believe a prudent local government should be cautious about creating permanent recurring expenses in light of the unknown.

The COLA already recognizes inflation and helps our employees maintain their purchasing power.

An employee's palatability to accept this idea is predicated on 4 considerations:

a) Whether staff feel like their presence and work product makes a difference;
b) Whether staff feel respected for the work they do, from the Commission to the Town Manager to the residents;
c) Whether staff feel like their work environment is generally positive, safe, and happy;
d) And whether the town shows its appreciation by spontaneous acts of support, like the extra days off for holidays.

Small town culture speaks to caring for each other. And I believe staff will understand and accept that the merit portion of the budget will require sacrifice. This isn't about being anti-employee. **It is about being pro long-term financial stability. Your courage in this decision will go a long way to addressing most of the other cost center challenges you currently face. Please think deeply about this.** Thank you.

Exhibit B

Commission Comments Mary Taylor, 209 Park Avenue

Good Evening,
I only have 3 minutes so I will be to the point, seems like Lake Park makes regular headlines, good, bad, long and sometimes ~~ugly articles.~~ misleading The town's tumultuous times are not new, they began many years ago when a previous town manager decided what he wanted from this town and it didn't matter what or how residents felt about what they actually valued or needed and most importantly what they didn't want!

Integrity

Fast forward to today, we have a relatively new town manager, a qualified town manager, who inherited more adversity than Job. Seems we also have discontented commission members who do not appreciate some citizen comments, opinions or involvement. Well, it is not easy to sit out here either. My point is that our 2.4 square mile town, its' Commission, businesses, and developers were duped, lied to…..without experience or proper guidance, after years of trials and tribulations a surprise, 25 story building rose out of our public land... it's here and now part of our town to embrace, Our eyes are now open, the Marina should be handled like the treasure that it is! The future proposed developments can be modified or rejected. We have a Comprehensive Plan in place, it is possible to adjust height lower as well as higher as some local municipalities have done.

Lake Park Residents once trusted the P&Z BOARD and THE COMMISSION, but I doubt now, you will find many that trust either, without reservations. It is up to you COMMISSIONERS and BOARD MEMBERS, to regain the residents' trust and respect.
Please listen to the voices out here, on social media, NEXTDOOR, FACEBOOK the etc.
Please focus on your BASC responsibilities, the daily services, you were elected to monitor and provide: Public Safety, enforce the 25mph speed limit by methods used commonly to enforce speed limits. Public Works, see that the trash is collected on time and maintain our streets, sidewalks and ensure the cleanliness of public property. Shabby

We all have personal grievances, but they take up precious time and they don't help solve problems, there is important work to be done that affects 9,000 residents.

The basic responsibility of a local town government is to provide essential daily services and maintain public safety for its residents. Core public services include: Public Safety, run local police and fire departments to protect residents, Public Works to manage water systems, sewage treatment and trash collection. And Infrastructure maintenance of local roads, sidewalks and street signs.? How important do you think that they are to the residents of our Town? Commissioners, how important is the delivery of these core services to you?

FIDELITY INVESTMENTS
P.O. BOX 19003
ALBUQUERQUE, NM 87125-8019

45I-205-000814

FMT CO CUST IRA
209 PARK AVE
LAKE PARK FL 33403-2701

I will use myself as an example, but I assure you I could easily fill this room with like minded individuals.

Public Safety, as a commissioner and more importantly as a citizen, I have consistently advocated enforcing the 25 mph speed limit on all of the town's roadways. It is not enforced because the commission **has never considered using the changes, physical methods required** to accomplish the job.

If you wish to receive this information electronically in the future, please visit fidelity.com/mailpreferences.

Public Works, as a commissioner, I voted to increased cost to garbage services, and stormwater management and infrastructure. But I have yet to see consistent, improved service. The maintenance of roads and sidewalks is visibly ongoing but has a long way to go.

POINT IS,
so much time and effort has been wasted over the years trying to add

000814 - Page 0001 of 0006

Exhibit C

TOWN LAKE OF PARK
TOWN COMMISSION
STAFF REPORT
MEETING DATE: September 2, 2026

APPLICATION: 1335 Old Dixie Highway Units 18 and 19 (Berlin Autotech)

SUMMARY OF APPLICANT'S REQUEST: Berlin Autotech LLC ("Agent" and "Applicant") on behalf of 1335 Old Dixie Highway LLC ("Property Owner") is requesting special exception approval for a 2,790 square foot auto paint and body use. The proposed development is consistent with the Town of Lake Park's adopted regulations for the C-4 District.

The Subject Property is located east of Old Dixie Highway in the Town of Lake Park. It is comprised of the following condominium parcels:

PCN: 36-43-42-20-37-002-0180
PCN: 36-43-42-20-37-002-0190

The proposal was considered by the Town's Planning and Zoning Board on August 3. The Board unanimously found that the application was consistent with the standards of the C-4 district and the special exception criteria.

- During the meeting, the applicant clarified that he will pull a building permit and receive review for his spray booth, uses water-based paints and that contaminates are wholly captured on site and disposed of periodically when the storage tank becomes filled.

BERLIN AUTOTECH

Exhibit D

Special Exception Application

Planning & Zoning Board

1335 Old Dixie Highway, Units 18–19

Lake Park, Florida

Hans Schenk

Managing Member

BOUTIQUE AUTOMOTIVE REPAIR & REFINISHING

- Berlin AutoTech is a boutique automotive repair and refinishing facility specializing in:

  Luxury vehicles

  Exotic vehicles

  Collector vehicles

  Premium automobiles

- Our business is appointment-based and focused on quality craftsmanship rather than high-volume production.

PROPOSED IMPROVEMENT

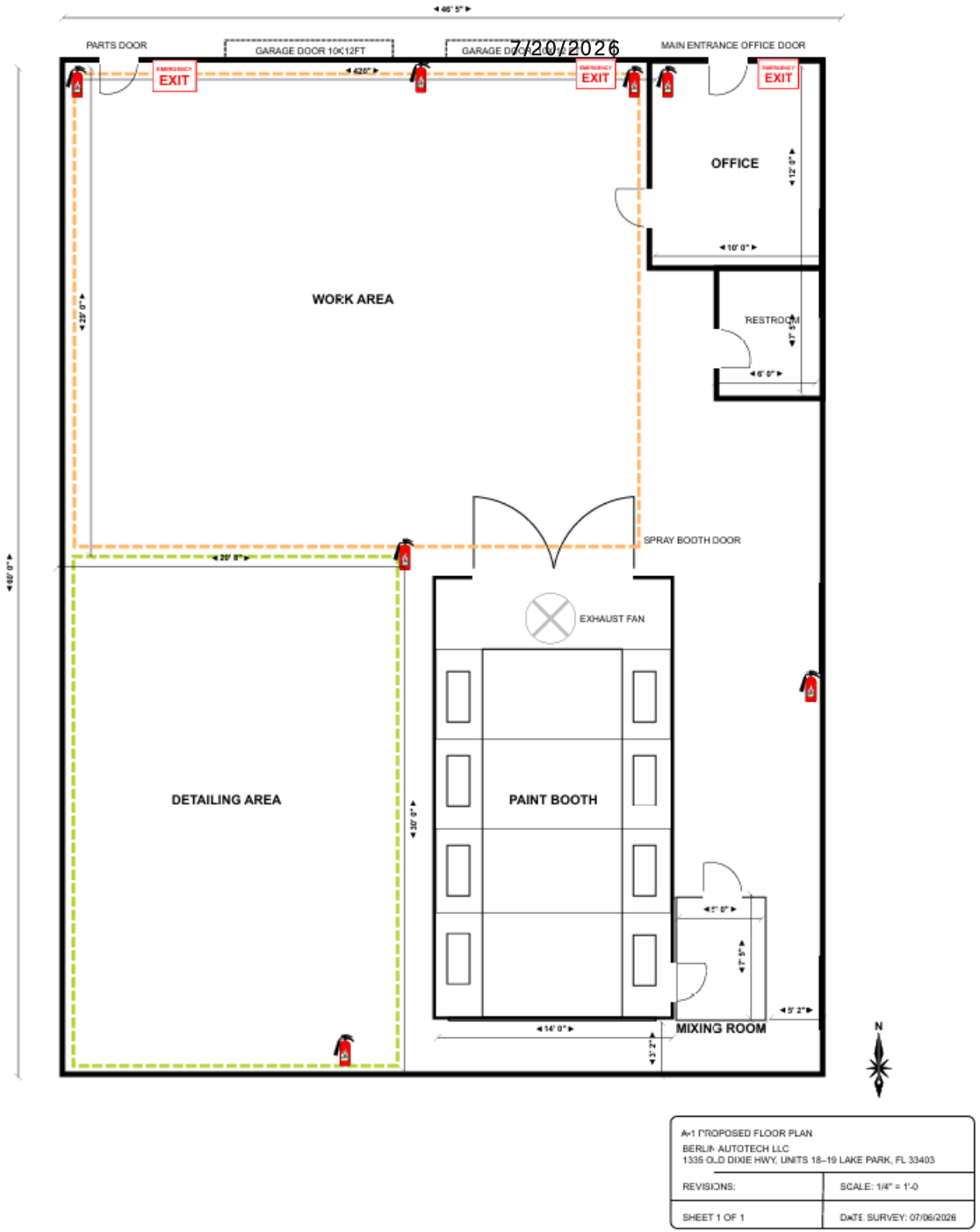
- Installation of:

  One enclosed automotive spray booth

  One paint mixing room

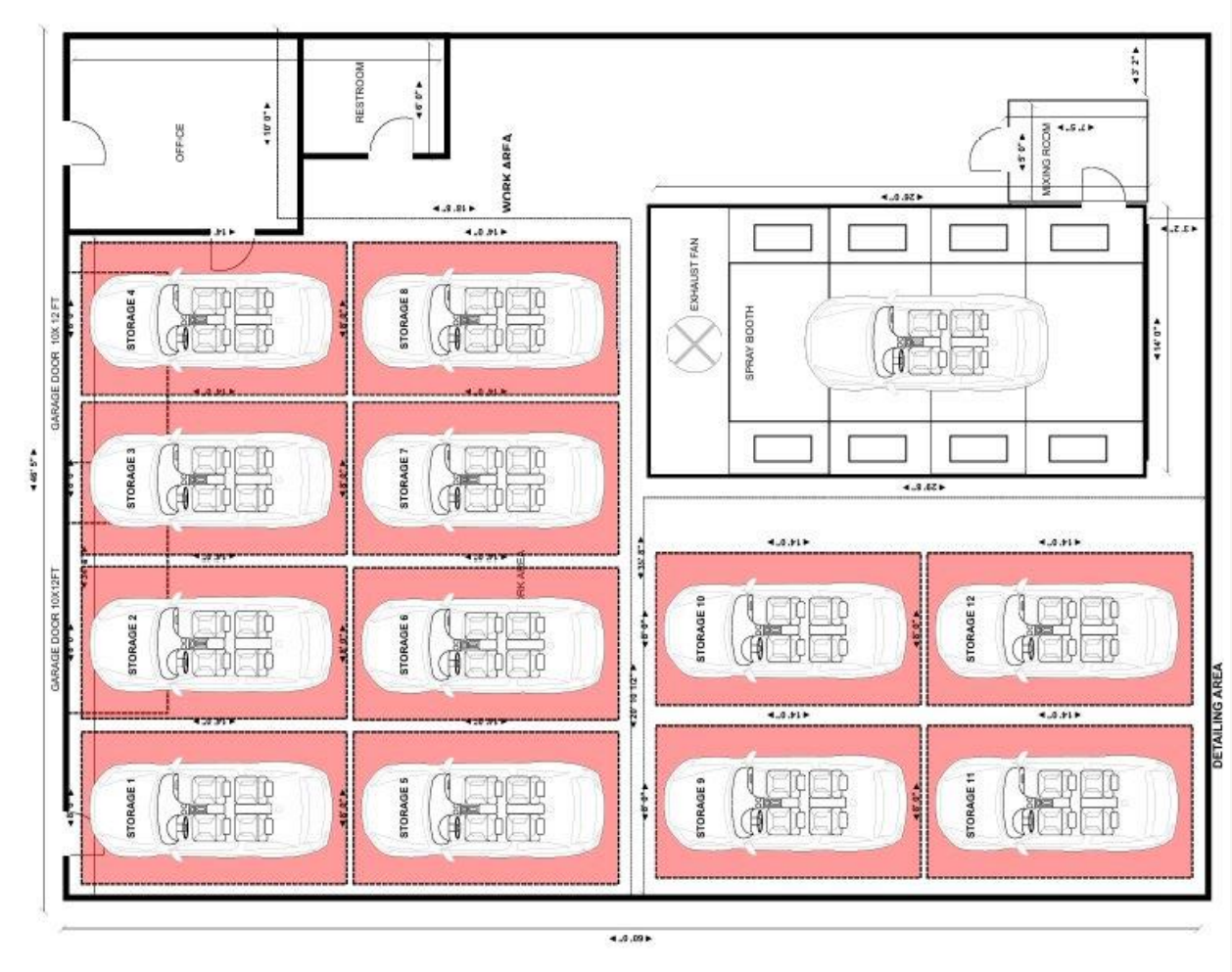
FLOOR PLAN

- Office
- Work Area
- Spray Booth
- Paint Mixing Room
- Vehicle Storage



HOW BERLIN AUTOTECH OPERATES

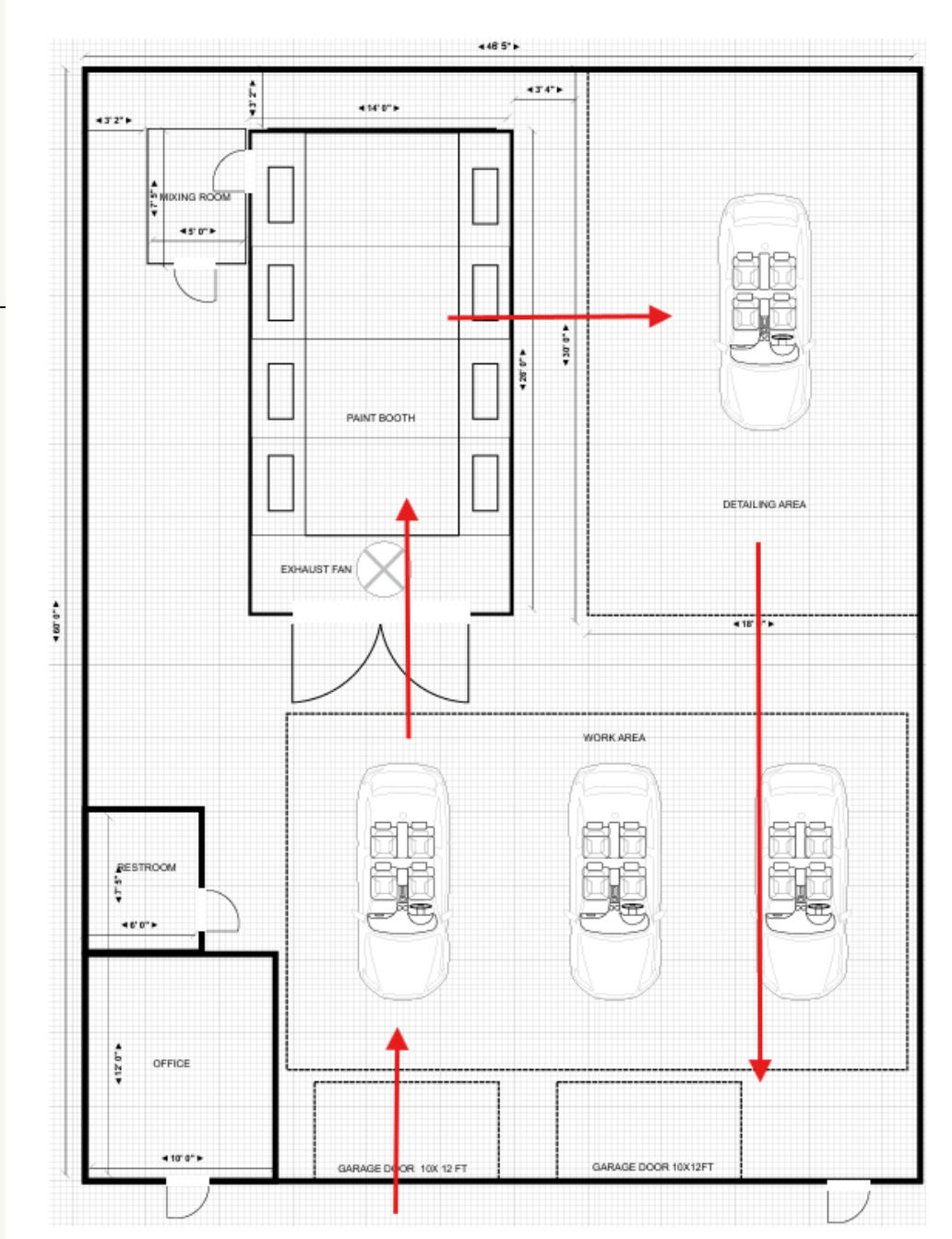
- 3 Full-Time Employees
- Appointment Only
- 3–5 Customer Visits Per Week
- Low Traffic Volume
- Maximum Interior Storage:
  12 Vehicles
- Typical Daily Storage:
  Approximately 8 Vehicles



WORKFLOW

- Vehicle Drop-Off
- ↓
- Inspection
- ↓
- Repair
- ↓
- Preparation
- ↓
- Spray Booth
- ↓
- Detailing
- ↓
- Customer Pick-Up

- Vehicles remain inside the building throughout the repair process.



MINIMAL IMPACT

- Customer visits:
- 3–5 per week
- Appointment only
- Employee parking:

  3 Employees
- No outdoor vehicle storage during operations.
- Very low traffic generation.

ENVIRONMENTAL & SAFETY

Environmental Improvements

- The enclosed spray booth provides:
- Filtered exhaust
- Controlled environment
- Reduced overspray
- Improved worker safety
- Higher quality refinishing
- Compliance with Building and Fire Codes

THANK YOU

- Berlin AutoTech respectfully requests approval of the Special Exception Application.

  Thank you for your time and consideration.

Exhibit E

Susan LaFontaine
545 Evergreen Drive

Lake Park Commission Sept 2, 2026

Agenda item #9: **Public Noticing Requirements & PADD Uses – Workshop or Regular Town Commission Meeting**

I'm still troubled by the fact that the town's P&Z Board has never had an opportunity to publicly review & discuss the **final** K-H Report which was released ten months ago in November 2025. Nor have they heard public comment about that final report, nor had an opportunity to make their recommendations for changes to our Comprehensive Plan and Land Development Regulations (LDRs) . This is in direct contradiction to the timeline that was laid out in the Kimley-Horn Work Order Agreement in April 2025, and more importantly, it ignores the town ordinance Section 55-63 (1) I, which states "**The P&Z board** shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations." Commission and staff dialogue during public meetings on June 2 and Oct 8, 2025 also stated that when the final K-H report was released it would be presented to the P&Z Board for their review and recommendations, and after that it would be presented to the town commission. But it's never been discussed at a P&Z Board meeting. It's skipped that step and gone directly to you. (I've quoted those meetings in the attachment to my public comment today so they're part of this record.)

Maybe you can ignore the K-H work order agreement timeline, and the statements made by the mayor, town manager, and Community Development Director.
But if you don't follow your own ordinance for the process required for changing the Comprehensive Plan and LDRs, don't you risk those changes being challenged or nullified down the road?

I believe that you should schedule public workshops now to address ALL of the findings and recommendations, and the changes made between the initial and final Kimley-Horn reports, rather than just reviewing this one little section about permitted and special exception uses of our downtown's sub-districts (Park Avenue Downtown District-PADD). That way, when the SB 180 moratorium provisions hopefully expire on Oct 1 next year in 2027 you'll have already heard from town residents and business owners, the Planning & Zoning Board & the Commission's recommendations will have already been drafted into ordinance format, and you'll be ready to vote and on those resolutions on Oct 2. Rather than waiting to begin that whole process until Oct 2027.

Sources of statements made above:

looks to me like they're SKIPPING a required Planning & Zoning (P&Z) Board Review. I say this because (1) According to Lake Park's Community Development Director, Nadia DiTommaso's statements at the Oct 8, 2025 Commission meeting, starting at time 2:02:40, and specifically at 2:04:14:

"What I'm hearing this evening is there may not be a desire to have an additional meeting, and if that's the case, their next step per the contract would be to proceed to P&Z Board & the Local Planning Agency with their recommendations that are drafted into Ordinance format."

Mayor Michaud: "Yes".

Town Manager Reade: "And then following that would be to the Town Commission".

MS DITOMMASO: "Correct. " End of quotes.

(The video is available via the town's municode link, @ https://lakepark-fl.municodemeetings.com/bc-cc/page/special-called-commission-meeting)

(2) According to the schedule in the Kimley-Horn Work Order Agreement 4/16/2025, on pgs 3-4 @ ITEM-Attachment-001-c506aeb2d0f2442f922f32fecff8b360.pdf, after the "Policy & Text Amendments FINAL Version" was completed it was to go the P&Z Board/Local Planning Agency. Then, after that, it goes to the Town Commission.

(3) Also, in Lake Park's town ordinance, Section 55-63, (1) i.

"The planning and zoning board shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations. "

@ Chapter 55 - COMMUNITY DEVELOPMENT | Code of Ordinances | Lake Park, FL | Municode Library

(4) At the June 2, 2025 Joint P&Z Board/Commission meeting, when K-H presented their initial report, Town Manager Reade stated (at approximately 2:24:40 on the YouTube video): "So going forward we'll expect to receive policy and land development code text amendments as draft from Kimley-Horn ... the 2nd draft of the text amendments would be available and then somewhere in the August timeframe most likely, the P&Z Board would hear the proposed Comprehensive Plan amendments and Land Development Regulation amendments. From there, if there's a recommendation by the P&Z Board it would then be presented to the town commission for review."

(No video is avail currently on town website for that meeting, @ https://lakepark-fl.municodemeetings.com/bc-pz/page/planning-and-zoning-board-joint-workshop-town-commission

The Final K-H report came out in Nov 2025. The P&Z Board met 1/5/26 but the K-H report wasn't on that agenda. The P&Z Board has not had an opportunity for independent, public review and discussion of the

Exhibit F

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2026

Originating Department: Public Works

Agenda Title: Resolution 73-09-26 – Agreement (ITB #121-2026 - RE-BID All-Terrain Litter Vacuum) – Madvac LN50 Diesel All-Terrain Litter Vacuum – Exprolink Corporation. – $76,792

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $76,792 **Funding Source:** Vehicles

Account Number: 402-538-402-66900 **Finance Signature:** Barbara A. Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments:
- Agenda Request Form
- Resolution 73-09-26
- Agreement
- Bid Document and Quote
- Warranty Information

Please initial one:

_____ Yes I have notified everyone

DB Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to purchase an All-Terrain Litter Vacuum to maintain reliable and efficient stormwater maintenance operations throughout the Town. The proposed purchase will support the removal of litter, debris, and sediment from swales, rights-of-way, drainage areas and other stormwater-related areas that require routine maintenance to support continued service operations.

As a result, the Town issued an Invitation to Bid (ITB #109-2026 – March 9, 2026) in accordance with the Town's Procurement Policy. The intent of this ITB is to solicit competitive pricing from qualified vendors to provide a LN50 Diesel All-Terrain Litter Vacuum, including the purchase and delivery of the equipment, together with related warranty coverage, to support stormwater operations.

The Town received the following bid in response to ITB #109-2026:

- Exprolink Corporation – Madvac LN50 Diesel Option $ 75,275

However, during the Town Commission's May 6, 2026, Regular Meeting, staff was directed to also obtain prices for an electric-powered alternative. As a result, the Town did not accept the pricing that was provided by Exprolink Corporation and issued an Invitation to Bid (ITB #121-2026 - RE-BID All-Terrain Litter Vacuum) in accordance with the Town's Procurement Policy. The intent of this ITB was to solicit competitive pricing from qualified vendors to provide an LN50 Diesel All-Terrain Litter Vacuum and/or an electric-powered All-Terrain Litter Vacuum, including the purchase and delivery of the equipment, together with related warranty coverage, to support stormwater operations.

The Town received the following bid in response to ITB #121-2026 - RE-BID All-Terrain Litter Vacuum:

- Exprolink Corporation - Madvac LN50 Diesel Option $ 76,792
- Exprolink Corporation - Madvac LN50e Electric Option $119,893

Note: The proposed diesel option within the second ITB by Omega Liquid Waste Solutions would be $1,517 higher than the original pricing provided by Exprolink Corporation. Additionally, the proposed electric unit would be $43,101 higher than the diesel option.

The proposed electric alternative unit would provide several potential operational benefits, including reduced routine engine maintenance, lower operating noise, zero direct tailpipe emissions and reduced estimated energy costs. However, the Public Works Department lacks a dedicated Level 2 electric equipment charging infrastructure capable of supporting this unit (i.e., evaluation of current electrical service, install a dedicated electrical circuit, permitting and other related electrical work), which is estimated to cost an additional $10,000 to install assuming the existing electrical service has sufficient capacity and no significant trenching, panel upgrades, or utility improvements are required.

The electric option would also utilize lithium-ion batteries and an onboard charger, requiring a 240-volt Level 2 electrical connection to achieve an estimated charging time of approximately 5 hours (charging from a standard 120-volt electrical source may require approximately 15 to 18 hours). This option is estimated to provide approximately $6,188 in annual operating savings compared with the diesel alternative.

However, based solely on the $43,101 purchase price difference between the diesel and electric options, the estimated payback period (projected annual savings of $6,188) would require the Town to maintain this vehicle for approximately 6.97 years before reaching a breakeven point in cost. Further, the additional infrastructure cost, battery replacement and annual electric costs would not be included in the payback timeframe and would increase the total time to achieve breakeven.

As a result, the Public Works Department is recommending that the Town Commission consider the purchase of the diesel alternative, which maintains a lower initial acquisition cost ($43,101) and can be

immediately incorporated into the Public Works Department's stormwater and litter clean-up operations utilizing existing diesel fueling infrastructure established operational and fleet-maintenance practices for diesel-powered equipment.

To ensure the lowest possible price, staff recommends that the Town purchase the Madvac LN50 Diesel All-Terrain Litter Vacuum from Exprolink Corporation. in the amount of $76,792. If approved, the Town Commission would accept Exprolink Corporation's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246. Thresholds for the procurement of goods and services.

> "*The town commission hereby establishes $35,000 as the threshold at which a formal competitive solicitation process shall be used, unless as otherwise provided for herein. A formal competitive solicitation process shall be employed for all invitations to bid, request for proposals, request for qualifications, or request for information. When employing these formal competitive solicitations, the invitation or request shall be published such that it is available simultaneously to all Offerors and shall include the time and date for the town's receipt of bids, proposals, and replies. All formal competitive solicitations shall include provisions relating to compliance with the regulations of the Palm Beach County Office of Inspector General.*"

Note: Various documents related to this ITB process are either attached and/or available for review by contacting the Town Clerk's Office, including ITB #121-2026 - RE-BID All-Terrain Litter Vacuum and published addendums, as required.

Funding to support this purchase is available within the Town's Fiscal Year 2026 Budget - Stormwater Fund.

If approved, the proposed purchase is expected to be received by August/September 2026 and will have a limited equipment warranty for twelve (12) months or 1,000 operating hours, whichever occurs first from the date of delivery. The warranty includes eligible parts and labor necessary to correct defects in materials or workmanship under normal operating conditions and proper maintenance. The Kubota diesel engine is separately covered for twenty-four (24) months or 2,000 operating hours, whichever occurs first.

The proposed Agreement was prepared by the Public Works Operations Manager and Public Works Director and reviewed by the proposed vendor, Exprolink Corporation, the Foreman - Stormwater Infrastructure, the Finance Director, Town Manager and Town Attorney.

Although the Town has not previously worked with the proposed vendor, staff research confirmed that Exprolink Corporation, the U.S. subsidiary associated with the manufacture and distribution of Madvac equipment, has conducted business with a Florida governmental entity. Florida municipalities have also previously purchased and operated various Madvac litter-vacuum and street-sweeping units.

Recommended Motion:
I move to approve Resolution 73-09-26 and authorize the Town to enter into an Agreement with Exprolink Corporation. for the purchase of a LN50 Diesel All-Terrain Litter Vacuum, in the amount of $76,792; and authorize the Mayor to execute the proposed Agreement.

Exhibit G

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	September 2, 2026
Originating Department:	Public Works
Agenda Title:	Resolution 75-09-26 – Agreement (RFP#122-2026) Kelsey Park Fitness Trail Exercise Equipment Replacement Project (Phase 2 – South-Side of Kelsey Park) – Reshaping - Allgrade, Inc. - $12,000

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$12,000	**Funding Source:**	Public Improvement Fund
Account Number:	160-559-160-63000	**Finance Signature:**	Barbara A. Gould
Advertised:			
Date:	July 14, 2026	**Newspaper:**	Town Website

Attachments:
- Resolution 75-09-26
- Agreement with Allgrade, Inc.
- Allgrade, Inc. Proposal
- Request for Proposals No. 122-2026, Kelsey Park Fitness Trail Reshaping – Phase 2 – South-Side of Kelsey Park
- Submitted Price Proposals

Please initial one:

_____ Yes, I have notified everyone.

JM Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to enter into an agreement with Allgrade, Inc. for the excavation, reshaping, grading and preparation of the existing fitness trail pathway at Kelsey Park (Phase 2 – South Side of Park).

Note: The excavation, reshaping, grading and preparation of the existing fitness trail pathway at Kelsey Park (Phase 1 – North-Side of Kelsey Park), in the amount of $15,600, was approved by the Town Commission on June 3, 2026 (Resolution 44-06-26). At that time, staff did not notify the Town Commission that this was a multi-phase project where both phases were/would be competitive bid/solicited by the Town individually. Thus, if Phase 2 is approved, both Phases would total $27,600

with Allgrade, Inc. serving as the contractor for both Phases.

The proposed project is planned to include the replacement of existing fitness equipment and additional site preparation activities necessary on the south side of Kelsey Park to complete the project. However, before the new exercise equipment can be installed, the existing walk-and-run pathway must be reshaped to provide a safer, more uniform trail surface and to accommodate the required clear use zones for the new equipment.

Note: The proposed scope of work, if approved, would include the following: recutting walking paths on the south side of the park, creating new and existing workout areas, stockpiling vegetation and old mulch, spreading excess vegetation and mulch, loading material for haul-away, and spreading new mulch within the walking paths and workout areas. Further, the Town would be responsible for providing the mulch and for hauling vegetation, if necessary.

As a result of the need to complete the pathway work on the south side of the park before the new exercise equipment can be installed, the Town issued a Request for Proposals (RFP #122-2026 – July 14, 2026) in accordance with the Town's Procurement Policy. The intent of this RFP was to solicit competitive pricing from qualified contractors to provide labor, supervision, equipment, tools, materials, transportation, traffic control, and related services necessary to excavate, reshape, and grade the existing south-side fitness trail pathway and install new mulch to support the Kelsey Park Fitness Trail project. Following the completion of this work, the installation of the new equipment will then be completed (not included in the proposed cost and/or competitive bid outlined within this Agenda Item).

The Town received one (1) proposal in response to Request for Proposals No. 122-2026:

- Allgrade, Inc. - $12,000

Note: This proposal has been reviewed and, according to the Public Works Department, is in accordance with the Town's procurement policy and the proposed scope of work and requirements established within the solicitation documents; thus, the Public Works Department has determined that Allgrade, Inc. provided a responsive proposal for Phase 2, in the amount $12,000.

To ensure the lowest possible price, staff recommends that the Town enter into an Agreement with Allgrade, Inc., in the amount of for $12,000. If approved, the Town Commission will accept Allgrade, Inc.'s bid including all terms, conditions and pricing contained in the existing agreement. The Town will not expend more than the amount within the approved budget as it may be adopted or amended each year for these goods and services over the term of the contract.

The proposed purchase follows the Town of Lake Park's Purchasing Code, Sec. 2-246, Thresholds for the Procurement of Goods and Services:

1. For goods and services with a value greater than $10,000, but less than $35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to the original competitive process RFP #122-2026 are attached and/or available for review from the Town Clerk's Office, including but not limited to the solicitation notice, scoring matrix, proposal documents, and advertisement as required.

Funding to support the Kelsey Park Fitness Trail Exercise Equipment Replacement Project is available within the approved FY 2026 Budget utilizing various revenue sources [i.e., Community Development Block Grant (CDBG) funding ($41,558) and the Town of Lake Park Public Improvement Fund ($106,205.45). The total costs associated with this project are as follows:

- Kelsey Park Fitness Trail Equipment Replacement: $92,155
- Phase 1 – North-Side trail reshaping (Completed): $15,600
- Phase 1 – North-Side mulch (Completed): $ 3,120
- Phase 2 – South-Side trail reshaping (Proposed Cost): $12,000
- Phase 2 – South-Side mulch (Proposed Costs): $ 3,120

Note: All work associated with Phase 1 – North-Side of Kelsey Park has been previously approved and completed. Additionally, the fitness equipment has been competitive bid and approved by the Town Commission (ITB #101-2026 – Kelsey Park Fitness Trail Equipment Replacement. Thus, if Phase 2 is approved, the total project cost (Phase 1 & Phase 2) is expected to be $125,995 – resulting a total project savings of $21,768.45 from the expected funding from the Town's Public Improvement Fund.

The proposed Phase 2 Agreement with Allgrade, Inc., if approved, will be funded from the Town of Lake Park Public Improvement Fund.

If approved, the proposed project is expected to be completed within ten (10) days from the Notice To Proceed by the Public Works Department.

The proposed agreement was prepared by the Project Manager - Capital Projects and reviewed by the proposed vendor, Allgrade, Inc., as well as the Public Works Director, the Grant Writer/Chief Public Information Officer, the Special Events Director, the Finance Director and the Town Attorney.

The Town has previously worked with Allgrade, Inc. and they provided a good product and excellent customer service.

Recommended Motion:
I move to approve Resolution 75-09-26 and authorize an Agreement with Allgrade, Inc. to support the Kelsey Park Fitness Trail Exercise Equipment Replacement Project – Reshaping – Phase 2, in the total amount of $12,000; and authorize the Mayor to execute the proposed Agreement.

Exhibit H

FY 2027 Ad-Valorem (Property Tax) - Various Millage Rates & Revenues

Description	Millage Rate 5.1000	Millage Rate 5.0900	Millage Rate 5.0800	Millage Rate 5.0700	Millage Rate 5.0600	Millage Rate 5.0500	Millage Rate 5.0400	Millage Rate 5.0300	Millage Rate 5.0200	Millage Rate 5.0100	Millage Rate 5.0050	Millage Rate 5.0000	Millage Rate 4.9900
Total - 2026/27 Estimated Taxable Value	$8,671,752	$8,654,748	$8,637,745	$8,620,742	$8,603,738	$8,586,735	$8,569,731	$8,552,728	$8,535,724	$8,518,721	$8,510,219	$8,501,717	$8,484,714
Decrease in Revenue		**$17,003**	**$34,007**	**$51,010**	**$68,014**	**$85,017**	**$102,021**	**$119,024**	**$136,027**	**$153,031**	**$161,533**	**$170,034**	**$187,038**
CRA - 2026/27 Estimated Taxable Value	$2,337,452	$2,334,720	$2,331,989	$2,329,258	$2,326,526	$2,323,795	$2,321,064	$2,318,333	$2,315,601	$2,312,870	$2,311,504	$2,310,139	$2,307,408
Decrease in Revenue		**$2,732**	**$5,463**	**$8,194**	**$10,926**	**$13,657**	**$16,388**	**$19,119**	**$21,851**	**$24,582**	**$25,948**	**$27,313**	**$30,044**
General Fund Revenues (After CRA TIF Contribution)	**$6,334,300**	**$6,320,028**	**$6,305,756**	**$6,291,484**	**$6,277,212**	**$6,262,940**	**$6,248,667**	**$6,234,395**	**$6,220,123**	**$6,205,851**	**$6,198,715**	**$6,191,578**	**$6,177,306**

Description	Millage Rate 4.9800	Millage Rate 4.9700	Millage Rate 4.9600	Millage Rate 4.9500	Millage Rate 4.9000	Millage Rate 4.8500	Millage Rate 4.8000	Millage Rate 4.7500	Millage Rate 4.7000	Millage Rate 4.6500	Millage Rate 4.6000	110% of Rollback 4.5783	Rollback Rate 4.1621
Total - 2026/27 Estimated Taxable Value	$8,467,711	$8,450,707	$8,433,704	$8,416,700	$8,331,683	$8,246,666	$8,161,649	$8,076,632	$7,991,614	$7,906,597	$7,821,580	$7,784,683	$7,077,000
Decrease in Revenue	**$204,041**	**$221,045**	**$238,048**	**$255,052**	**$340,069**	**$425,086**	**$510,103**	**$595,120**	**$680,137**	**$765,155**	**$850,172**	**$887,069**	**$1,594,752**
CRA - 2026/27 Estimated Taxable Value	$2,304,676	$2,301,945	$2,299,214	$2,296,482	$2,282,826	$2,269,170	$2,255,513	$2,241,857	$2,228,201	$2,214,544	$2,200,888	$2,194,961	$2,081,285
Decrease in Revenue	**$32,776**	**$35,507**	**$38,238**	**$40,970**	**$54,626**	**$68,282**	**$81,939**	**$95,595**	**$109,251**	**$122,908**	**$136,564**	**$142,491**	**$256,167**
General Fund Revenues (After CRA TIF Contribution)	**$6,163,035**	**$6,148,762**	**$6,134,490**	**$6,120,218**	**$6,048,857**	**$5,977,496**	**$5,906,136**	**$5,834,775**	**$5,763,413**	**$5,692,053**	**$5,620,692**	**$5,589,722**	**$4,995,715**

Meeting Date 9-2-26 Commission

Item 16.

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Dana Herst
Address: WPB 33405 (953 Hansen St)

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:

_____

I would like to make comments on the following ***Non-Agenda Item(s)***:
I would like to introduce myself to the Mayor + Commissioners

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Commission

Meeting Date 9/2/26

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Michael Steinhauer
Address: 435 greenbriar

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone 19920 gmail

I would like to make comments on the following ***Agenda Item***:

_____

I would like to make comments on the following ***Non-Agenda Item(s)***:
Budget Consideration

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Exhibit A

Testimony Before Lake Park, FL Town Commission 9/02/2026

Public Comment on the '26-27 Town Budget re: Across the Board Merit Raises for All Staff

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547

Private Resident / Lake Park Society for the Advancement of Civic Engagement

Good evening.

I will begin by expressing my appreciation with the budget presentation to residents on August 22nd. Richard's team has done a remarkable job reworking the budget proposal document for its ease of readability and understanding. The dialogue was especially welcome as it rarely happens here. Thank you.

I also note that budget workshops here have clearly demonstrated your collective concern about the impact on residents. Thank you.

I want to raise concern about the proposed budget provision that would provide all town employees with a 3% merit increase on top of a 2.5% COLA.

I absolutely support paying our employees fairly and recognizing good performance. Our staff members are important to the effective operation of this town, and we want to retain good people.

But I question whether **this is the right year for an across-the-board 3% merit increase**. That increase in compensation opens the door to all the additional costs that accompany higher salaries.

These "merit" increase BELIES the very intent and definition of what a merit is, when you give it to everybody. The very purpose of merit recognition becomes diluted and meaningless.

Amendment 3 is anticipated to pass. It could substantially reduce the taxable value available to municipalities. I believe a prudent local government should be cautious about creating permanent recurring expenses in light of the unknown.

The COLA already recognizes inflation and helps our employees maintain their purchasing power.

An employee's palatability to accept this idea is predicated on 4 considerations:

a) Whether staff feel like their presence and work product makes a difference;
b) Whether staff feel respected for the work they do, from the Commission to the Town Manager to the residents;
c) Whether staff feel like their work environment is generally positive, safe, and happy;
d) And whether the town shows its appreciation by spontaneous acts of support, like the extra days off for holidays.

Small town culture speaks to caring for each other. And I believe staff will understand and accept that the merit portion of the budget will require sacrifice. This isn't about being anti-employee. **It is about being pro long-term financial stability. Your courage in this decision will go a long way to addressing most of the other cost center challenges you currently face. Please think deeply about this.** Thank you.

Meeting Date 9/2/2026 Commission

Item 16.

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Mary Taylor
Address: 2109 Park Ave

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:

_____

_____.

I would like to make comments on the following ***Non-Agenda Item(s)***:

How can Lake Park improve it's reputation

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Exhibit B

Commission Comments Mary Taylor, 209 Park Avenue

Good Evening,
I only have 3 minutes so I will be to the point, seems like Lake Park makes regular headlines, good, bad, long and sometimes ~~ugly articles.~~ misleading The town's tumultuous times are not new, they began many years ago when a previous town manager decided what he wanted from this town and it didn't matter what or how residents felt about what they actually valued or needed and most importantly what they didn't want!

Integrity

Fast forward to today, we have a relatively new town manager, a qualified town manager, who inherited more adversity than Job. Seems we also have discontented commission members who do not appreciate some citizen comments, opinions or involvement. Well, it is not easy to sit out here either. My point is that our 2.4 square mile town, its' Commission, businesses, and developers were duped, lied to…..without experience or proper guidance, after years of trials and tribulations a surprise, 25 story building rose out of our public land... it's here and now part of our town to embrace, Our eyes are now open, the Marina should be handled like the treasure that it is! The future proposed developments can be modified or rejected. We have a Comprehensive Plan in place, it is possible to adjust height lower as well as higher as some local municipalities have done.

Lake Park Residents once trusted the P&Z BOARD and THE COMMISSION, but I doubt now, you will find many that trust either, without reservations. It is up to you COMMISSIONERS and BOARD MEMBERS, to regain the residents' trust and respect.
Please listen to the voices out here, on social media, NEXTDOOR, FACEBOOK the etc.
Please focus on your BASC responsibilities, the daily services, you were elected to monitor and provide: Public Safety, enforce the 25mph speed limit by methods used commonly to enforce speed limits. Public Works, see that the trash is collected on time and maintain our streets, sidewalks and ensure the cleanliness of public property. Shabby

We all have personal grievances, but they take up precious time and they don't help solve problems, there is important work to be done that affects 9,000 residents.

The basic responsibility of a local town government is to provide essential daily services and maintain public safety for its residents. Core public services include: Public Safety, run local police and fire departments to protect residents, Public Works to manage water systems, sewage treatment and trash collection. And Infrastructure maintenance of local roads, sidewalks and street signs.? How important do you think that they are to the residents of our Town? Commissioners, how important is the delivery of these core services to you?

FIDELITY INVESTMENTS
P.O. BOX 770001
ALBUQUERQUE, NM 87125-8019

45I-205-000814
FMT CO CUST IRA
FBO MARTIN HAVEN
209 PARK AVE
LAKE PARK FL 33403-2701

I will use myself as an example, but I assure you I could easily fill this room with like minded individuals.

Public Safety, as a commissioner and more importantly as a citizen, I have consistently advocated enforcing the 25 mph speed limit on all of the town's roadways. It is not enforced because the commission **has never considered using the changes, physical methods required** to accomplish the job.

If you wish to receive this information electronically in the future, please visit fidelity.com/mailpreferences.

Public Works, as a commissioner, I voted to increased cost to garbage services, and stormwater management and infrastructure. But I have yet to see consistent, improved service. The maintenance of roads and sidewalks is visibly ongoing but has a long way to go.

POINT IS,
so much time and effort has been wasted over the years trying to add

000814 - Page 0001 of 0006

Meeting Date 9/2

Commission

Item 16.

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Sue Le Fontaine
Address: 545 Evergreen

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***: Comission #9 PA 08

I would like to make comments on the following ***Non-Agenda Item(s)***:

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Exhibit E

Item 16.

Susan LaFontaine
545 Evergreen Drive

Lake Park Commission Sept 2, 2026

Agenda item #9: **Public Noticing Requirements & PADD Uses – Workshop or Regular Town Commission Meeting**

I'm still troubled by the fact that the town's P&Z Board has never had an opportunity to publicly review & discuss the **final** K-H Report which was released ten months ago in November 2025. Nor have they heard public comment about that final report, nor had an opportunity to make their recommendations for changes to our Comprehensive Plan and Land Development Regulations (LDRs) . This is in direct contradiction to the timeline that was laid out in the Kimley-Horn Work Order Agreement in April 2025, and more importantly, it ignores the town ordinance Section 55-63 (1) I, which states "**The P&Z board** shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations." Commission and staff dialogue during public meetings on June 2 and Oct 8, 2025 also stated that when the final K-H report was released it would be presented to the P&Z Board for their review and recommendations, and after that it would be presented to the town commission. But it's never been discussed at a P&Z Board meeting. It's skipped that step and gone directly to you. (I've quoted those meetings in the attachment to my public comment today so they're part of this record.)

Maybe you can ignore the K-H work order agreement timeline, and the statements made by the mayor, town manager, and Community Development Director.
But if you don't follow your own ordinance for the process required for changing the Comprehensive Plan and LDRs, don't you risk those changes being challenged or nullified down the road?

I believe that you should schedule public workshops now to address ALL of the findings and recommendations, and the changes made between the initial and final Kimley-Horn reports, rather than just reviewing this one little section about permitted and special exception uses of our downtown's sub-districts (Park Avenue Downtown District-PADD). That way, when the SB 180 moratorium provisions hopefully expire on Oct 1 next year in 2027 you'll have already heard from town residents and business owners, the Planning & Zoning Board & the Commission's recommendations will have already been drafted into ordinance format, and you'll be ready to vote and on those resolutions on Oct 2. Rather than waiting to begin that whole process until Oct 2027.

Sources of statements made above:

looks to me like they're SKIPPING a required Planning & Zoning (P&Z) Board Review. I say this because (1) According to Lake Park's Community Development Director, Nadia DiTommaso's statements at the Oct 8, 2025 Commission meeting, starting at time 2:02:40, and specifically at 2:04:14:

"What I'm hearing this evening is there may not be a desire to have an additional meeting, and if that's the case, their next step per the contract would be to proceed to P&Z Board & the Local Planning Agency with their recommendations that are drafted into Ordinance format."

Mayor Michaud: "Yes".

Town Manager Reade: "And then following that would be to the Town Commission".

MS DITOMMASO: "Correct. " End of quotes.

(The video is available via the town's municode link, @ https://lakepark-fl.municodemeetings.com/bc-cc/page/special-called-commission-meeting)

(2) According to the schedule in the Kimley-Horn Work Order Agreement 4/16/2025, on pgs 3-4 @ ITEM-Attachment-001-c506aeb2d0f2442f922f32fecff8b360.pdf, after the "Policy & Text Amendments FINAL Version" was completed it was to go the P&Z Board/Local Planning Agency. Then, after that, it goes to the Town Commission.

(3) Also, in Lake Park's town ordinance, Section 55-63, (1) i.
"The planning and zoning board shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations. "
@ Chapter 55 - COMMUNITY DEVELOPMENT | Code of Ordinances | Lake Park, FL | Municode Library

(4) At the June 2, 2025 Joint P&Z Board/Commission meeting, when K-H presented their initial report, Town Manager Reade stated (at approximately 2:24:40 on the YouTube video): "So going forward we'll expect to receive policy and land development code text amendments as draft from Kimley-Horn ... the 2nd draft of the text amendments would be available and then somewhere in the August timeframe most likely, the P&Z Board would hear the proposed Comprehensive Plan amendments and Land Development Regulation amendments. From there, if there's a recommendation by the P&Z Board it would then be presented to the town commission for review."
(No video is avail currently on town website for that meeting, @ https://lakepark-fl.municodemeetings.com/bc-pz/page/planning-and-zoning-board-joint-workshop-town-commission

The Final K-H report came out in Nov 2025. The P&Z Board met 1/5/26 but the K-H report wasn't on that agenda. The P&Z Board has not had an opportunity for independent, public review and discussion of the

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Clerk / Tom Baird

Agenda Title: Agreement - Sales at Sea Settlement (Sales & Office Barge) – Lake Park Harbor Marina

Agenda Category: New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Foster Jones Memo, Settlement Agreement

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

In _____, the Town approved a lease agreement ("Agreement") with Sales at Sea, LLC ("Sales at Sea"), which permitted Sales at Sea to dock a barge that "housed" a replica furnished condominium unit used to facilitate the sale of condominium units for Forest Development's Nautilus 220 project. The barge was specific to the Nautilus 220 project.

The approved Agreement permitted Sales at Sea to dock its barge at the Town's marina in exchange for monthly rental payments for the slips it occupied.

Additionally, the Town authorized Sales at Sea (Forest Development) to alter the marina to accommodate the large barge. By September of 2025, Sales at Sea (Forest) had represented to the Town that 90% of the condominium units had been sold. At the time the Agreement was approved, the Town was apparently unaware that the area where the barge was parked, was located within a deed restricted area.

Once FDEP learned of the barge's location, it advised the Town that the barge must be removed.

Following notice by the Town that the barge would need to be removed, Sales at Sea (Forest) sought to relocate the barge within portions of the Town's marina that were not regulated by the State's deed restrictions. However, the only possible/feasible location would have resulted in the barge encroaching on a navigation channel. As a result, the barge was removed on or near October 1, 2025.

Although the barge was removed on October 1, 2025, Sales at Sea failed to honor its obligations under the Agreement as they were required to restore the marina and replace any removed docks with floating docks. Despite being asked by the Town on several occasions, Sales at Sea did not make the requisite restoration improvements in accordance with the approved Agreement.

Thus, the Town Commission, through the Town Attorney' office, sought to enforce the Agreement.

When it became apparent that the Town may need to bring a legal action to enforce the Sales at Sea Agreement, Mr. Peter Baytarian, Manager of both Forest Development and Sales at Sea, appeared before the Town Commission and spoke under the public comment portion of the agenda where he requested that the Town agree to participate in pre-suit mediation to resolve the dispute.

Initially, the Town Commission rejected this approach and authorized the Town Attorney to file suit. However, later, the Town Attorney suggested that pre-suit mediation may be potentially less costly and may allow the area to be restored sooner and without the cost of litigation.

After two (2) in-person mediation sessions, the parties came to an agreement, where the Town Attorney, the Marina Director and the Town Manager agreed to recommend to Town Commission for approval.

The proposed settlement agreement, which has also been approved by Sales at Sea, is requested to be considered by the Town Commission for approval.

Should the Town Commission vote to approve the Settlement Agreement, the motion should direct and authorize the mayor to execute it on behalf of the Town.

Recommended Motion:
I move approved the proposed Settlement Agreement with Sales at Sea regarding various issues within the Lake Park Harbor Marina; and to authorize the Mayor to execute the Settlement Agreement.

JONES FOSTER

Memo

To: Mayor and Town Commissioners; Rich Reade, Town Manager

From: Brett T. Lashley, Esq. and Thomas J. Baird, Esq.

Date: September 24, 2026

Subject: Sales at Sea Settlement Agreement

Background

The former Town Manager negotiated a lease agreement ("Agreement") with Sales at Sea, LLC ("Sales at Sea"), which permitted Sales at Sea to dock a barge which "housed" a replica furnished condominium unit used to facilitate the sale of condominium units for Forest Development's Nautilus 220 project. The barge was specific to the Nautilus 220 project. The Agreement permitted Sales at Sea to dock its barge at the Town's marina in exchange for monthly rental payments for the slips it occupied. The former Town Manager also authorized Forest Development to alter the marina to accommodate the large barge. By September of 2025, Forest had represented to the Town that 90% of the condominium units had been sold. At the time the former Town Manager negotiated the Agreement, he was apparently unaware that the area where the barge was parked, was in a deed restricted area. Once FDEP learned of the barge's location, it advised the Town that the barge must be removed. Forest sought to relocate the barge in the marina, but the only feasible location would have resulted in the barge encroaching on a navigation channel. The barge thus removed on October 1, 2025.

The Agreement also required Sales at Sea to restore the marina and replace any removed docks with floating docks. Although the barge was removed on October 1, 2025, Sales at Sea failed to honor its obligations under the Agreement despite being asked by the Town on several occasions. When it became evident that Sales at Sea might not be honoring the Agreement, the Town, through our office, sought to enforce the Agreement.

EST. 1924

Brett T. Lashley
D 561 650 8233 O 561 659 3000
blashley@jonesfoster.com

4741 Military Trail, Suite 200, Jupiter, FL 33458
jonesfoster.com

When it became apparent that the Town would have to bring a legal action to enforce the Agreement, Mr. Baytarian, the Manager of both Forest Development and Sales at Sea appeared at a commission meeting and spoke under the public comment portion of the agenda. He requested that the Town agree to participate in pre-suit mediation to resolve the dispute. Initially, the Town Commission rejected this approach and authorized the Town Attorney to file suit. Later, the Town Attorney suggested that pre-suit mediation would potentially be less costly and allow the area to be restored sooner and without the cost of litigation. After two in-person mediation sessions, the parties came to an agreement which the Town Manager and Town Attorney agreed to recommend to Town Commission for approval. Attached to this memo is the proposed settlement agreement approved by Sales at Sea and recommended for approval. Should the Town Commission vote to approve the Settlement Agreement, the motion should direct and authorize the mayor to execute it on behalf of the Town.

#8329324 v1 26508-00007

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into by and between the Town of Lake Park, a Florida municipal corporation ("Town"), on the one hand, and SALES AT SEA, LLC, a Florida limited liability company ("SALES AT SEA") on the other hand. The Town and SALES AT SEA are referred to herein together as the ("Parties") or, individually, as a ("Party"). This Agreement shall be effective as of the day that all Parties have signed and dated this Agreement ("Effective Date").

RECITALS

WHEREAS, the Town owns and operates its marina located at 105 Lake Shore Drive, Lake Park, Florida 33403.

WHEREAS, the Town entered into certain marina slip lease agreements for the lease of slips identified as numbers E60-E64 and D55-59 ("Slips") with SALES AT SEA ("Slip Lease Agreements") for the use of SALES AT SEA's sales barge.

WHEREAS, SALES AT SEA modified certain Slips and marina components to accommodate its large sales barge.

WHEREAS, the Parties extended the initial lease term and SALES AT SEA occupied the slips in the Town's marina through October 2, 2025.

WHEREAS, section 9 of the Slip Lease Agreements provided "the removal of any fixed docks within the areas that are not occupied by the Barge shall be replaced with floating docks. . . Once the Site is vacated by SALES AT SEA, any fixed docks removed for the Barge shall be replaced with floating docks, and any areas by the Barge shall be restored. SALES AT SEA shall bear all associated costs and liability for the work."

WHEREAS, since SALES AT SEA removed its barge, disputes arose as to SALES AT SEA's obligations to repair and restore the Town's marina and pay rent until the marina is restored in accordance with the Slip Lease Agreements.

WHEREAS, the Parties participated in pre-suit mediation and have agreed to a proposed resolution of the restoration of the marina and rent disputes, subject to approval by the Town Commission.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in with intent to be legally bound, the Parties hereby mutually covenant and agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by reference.

2. **Settlement Structure**. SALES AT SEA shall replace one (1) finger pier on the West side of the marina that was removed and replace it with one (1) twenty foot (20') long, four

foot (4') wide concrete floating dock, as specified by the Town. SALES AT SEA shall also remove one (1) existing twenty foot (20') long fixed finger pier on the East side of the marina and replace it with a forty foot (40') long, four foot (4') wide concrete floating dock, as requested by the Town, which may be comprised of two (2) end to end twenty foot (20') long concrete floating dock sections, or other section lengths as recommended by the manufacturer, so as to restore the full forty foot (40') dock that was there prior to SALES AT SEA's removal of half of the previously fixed forty foot (40') pier. SALES AT SEA shall replace nine (9) dolphin pilings in the locations where each was located prior to the removal by SALES AT SEA. SALES AT SEA shall remove one (1) currently existing pedestal on the West side of the marina which was previously installed by SALES AT SEA, and replace it with a pedestal consistent with the pedestal that was previously in place prior to its removal by SALES AT SEA, which shall also include a water connection to that pedestal. SALES AT SEA shall also reenergize one (1) pedestal on the East side of the marina to restore thirty (30) amp electrical service to that pedestal.

All of the work described herein must be done in compliance with the Town Code and all state and federal regulations. SALES AT SEA shall use the vendors for the work that were identified in the proposals submitted to the Town by counsel for SALES AT SEA on July 23, 2026, or equal or better vendors which shall be agreed upon by the Town, which agreement shall not be unreasonably withheld. The Town shall indemnify SALES AT SEA, up to the statutory limits of sovereign immunity, for claims relating to the Town's negligence, gross negligence or intentional misconduct with respect to the marina restoration work required by this Agreement. The Town's obligation to indemnify SALES AT SEA shall be limited solely to SALES AT SEA and not to any vendors or contractors hired by SALES AT SEA to perform the restorative work. If permitted by the state and federal agencies, and after receipt of a letter or other required documentation from the Town designating SALES AT SEA or its vendor as an authorized agent of the Town, SALES AT SEA or its vendor shall submit all applications for necessary state and federal permits in the name of the Town. The Town shall reasonably cooperate with SALES AT SEA and its vendors in connection with all permit applications.

SALES AT SEA shall pay the Town five thousand dollars ($5,000.00) within ten (10) calendar days of SALES AT SEA's receipt of notice of approval of this Agreement by the Town Commission. If permitted by the state and federal agencies, SALES AT SEA shall submit all applications for necessary town, state and federal permits in the name of the Town within two (2) weeks of approval of this Agreement by the Town Commission. Within ten (10) calendar days of the issuance of the last required town, state, or federal permit, SALES AT SEA shall provide the Town with proof of its vendor contract(s) and payment for commencement of fabrication and installation of the concrete floating docks and for the scope of work described herein.

Upon completion of the scope of work described herein, in full compliance with the approved permits from FDEP, ACOE, and all other applicable permitting authorities, and after the receipt of a certificate of completion from the Town's building official for permits issued by the Town directly relating to the marina restoration work required by this Agreement, which shall not be unreasonably withheld, SALES AT SEA shall assign all warranties for the work and materials to the Town. At such time, SALES AT SEA shall have no further obligation with respect to the scope of work described herein.

3. **Mutual Release**. In consideration of the mutual covenants and other valuable consideration set forth herein, each Party, on behalf of itself and its respective elected and appointed officials, officers, directors, members, managers, employees, agents, attorneys, representatives, successors, and assigns, hereby irrevocably, unconditionally, fully, finally, and forever releases and discharges the other Party and its respective elected and appointed officials, officers, directors, members, managers, employees, agents, attorneys, representatives, successors, and assigns from any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, expenses, attorneys' fees, defenses, counterclaims, offsets, and remedies of any kind, whether known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, at law or in equity, arising out of the Slip Lease Agreements and the marina restoration requirements stated. Each Party expressly intends this release to constitute a full, complete, and final settlement and discharge of only such matters and waives any right to assert any claim or defense based upon any matter released herein; provided, however, that this release shall not apply to any rights or obligations expressly created or preserved by this Agreement.

4. **Enforcement Actions; Attorneys' Fees**. In the event of any litigation arising out of or related to this Agreement, the prevailing Party shall be entitled to an award of all of its reasonable attorneys' fees, expert witnesses, and costs up to and through any appeal, including entitlement to and amount of attorneys fees. Any action brought pursuant to this Agreement shall be filed in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, or the Southern District of Florida.

5. **Entire Agreement**. This Agreement constitute the entire agreement between the Parties relating to the items referenced herein and is entered into by the Parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a writing duly executed by all of the Parties.

6. **Amendments**. Any amendment this Agreement must be in writing agreed to or signed by both Parties.

7. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument upon execution of a counterpart by all signatories to this Agreement. Signatures to this Agreement provided electronically, including by emailing a pdf. copy of a signed counterpart, shall be deemed original signatures.

8. **Town Commission Approval.** This Agreement, including all terms, conditions, releases, obligations, and covenants contained herein, is expressly contingent upon approval of this Agreement by the Town Commission of the Town of Lake Park. Until such approval is obtained, this Agreement shall not be effective or binding upon the Town, and no Party shall have any obligation or liability under this Agreement. Upon approval by the Town Commission, this Agreement shall become effective and binding upon the Parties and shall constitute the entire agreement between the Parties concerning the subject matter hereof, superseding all prior or contemporaneous negotiations, representations, understandings, or agreements, whether written or oral, concerning such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.

The Town of Lake Park

Date: _____

By: _____

Printed Name: _Roger Michaud__

Title: ____Mayor_____

Date: _____

SALES AT SEA

By: _____

Printed Name: _____

Title: _____

#8307753 v1 26508-00007

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	October 7, 2026
Originating Department:	Public Works
Agenda Title:	Resolution 99-10-26 – Repair Services (RFQ #131-2026) – Automated Side Loader Unit #58 Grabber Arm Replacement – Sunbelt Waste Equipment, LLC – $32,950.69

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	$32,950.69	**Funding Source:**	Sanitation – Repairs & Maintenance
Account Number:	404-534-404-46000	**Finance Signature:**	Barbara A. Gould
Advertised:			
Date:	August 24, 2026	**Newspaper:**	N/A – Town Website (RFQ)

Attachments:

- Agenda Request Form
- Resolution 99-10-26
- RFQ #131-2026
- Quote Submittal – Sunbelt Waste Equipment, LLC (Quote #2426)

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified a need to replace the existing Python Arm (grabber arm) assembly on the Automated Side Loader (ASL) Unit #58 sanitation truck, which supports the Town's residential solid waste collection services. This proposed replacement will enable the truck to return to service in a safe, reliable and fully operational condition.

Note: The Public Works Department is proposing to install a new FEN-X Arm (Heil-rebuilt Python Arm), new grabbers, proximity switches, proximity harnesses and related hardware to be completed by an

external refuse truck service technician that specializes in the repair and installation of refuse equipment and components.

As a result, the Town issued a Request for Quotation (RFQ #131-2026 - August 24, 2026), in accordance with the Town's Procurement Policy. The intent of this RFQ is to solicit competitive pricing from qualified vendors to provide all labor, equipment, materials, and components necessary to remove the existing arm assembly, install the FEN-X Arm in accordance with Heil manufacturer specifications, and test the full operational cycle of the arm (grab/lift/dump sequence, hydraulic response, and safety interlocks).

The Town received the following quote in response to RFQ #131-2026:

- Sunbelt Waste Equipment, LLC $32,950.69

Note: Only one (1) proposal was received and was evaluated in accordance with the criteria established in the advertised competitive solicitation documents and, upon completion of the evaluation, Sunbelt Waste Equipment, LLC's quote was determined to be in compliance with the Town's RFQ scope of work and to be in the best interest of the Town.

To ensure the lowest price possible, staff is recommending that the Town select Sunbelt Waste Equipment, LLC (RFQ #131-2026) in the amount of $32,950.69 to replace the grabber arm assembly on Automated Side Loader Unit #58. If approved, the Town Commission would accept Sunbelt Waste Equipment, LLC's pricing, including all terms, conditions and pricing therein. The Town will not expend more than the amount approved for this repair.

Note: Sunbelt Waste Equipment, LLC's quote states that pricing is subject to change if further damage is found during the repair, and that the vendor will request the Town's approval before proceeding with any additional repairs. Any work beyond the amount approved by the Town Commission will require separate authorization by the Town Commission in accordance with the Town's Purchasing Code.

The proposed purchase follows the Town of Lake Park's Purchasing Code, Sec. 2-246, Thresholds for the Procurement of Goods and Services:

1. For goods and services with a value greater than $10,000, but less than $35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, the solicitation notice, final scoring matrix, RFQ 131-2026, and published addenda, and the RFQ advertisement, as required.

Funding to support this repair is available within the Town's Fiscal Year 2027 Budget - Sanitation Fund.

If approved, the Town will issue a purchase order, and Sunbelt Waste Equipment, LLC will schedule Unit #58 for transport to its Pompano Beach facility, where the existing arm will be removed, the FEN-X Arm and components installed, and the unit tested for proper operation before returning it to service.

The proposed purchase-related documents were prepared by the Public Works Operations Manager and

the Public Works and reviewed by the Finance Director and the Town Attorney.

The Town has previously worked with the proposed vendor, Sunbelt Waste Equipment, LLC, and they have provided a high-quality product and good customer service.

Recommended Motion:
I move to adopt Resolution 99-10-26 approving Sunbelt Waste Equipment, LLC to replace the grabber arm assembly on Automated Side Loader Unit #58, in an amount not to exceed $32,950.69.

RESOLUTION 99-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SELECTION OF SUNBELT WASTE EQUIPMENT, LLC PURSUANT TO REQUEST FOR QUOTATION RFQ #131-2026 FOR THE REPLACEMENT OF THE GRABBER ARM ASSEMBLY ON AUTOMATED SIDE LOADER UNIT #58; AUTHORIZING THE TOWN MANAGER TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as are enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town provides residential solid waste collection services throughout the Town, and Automated Side Loader (ASL) Unit #58, a 2019 Mack LR equipped with a Heil Automated Side Loader body (Body Serial Number 7E7306816), is an essential vehicle supporting those services; and

WHEREAS, the existing Python Arm (grabber arm) assembly on ASL Unit #58 requires replacement to restore the vehicle to a safe, reliable, and fully operational condition, and the repair requires specialized refuse equipment components, tooling, and technical expertise that are not available in-house; and

WHEREAS, on August 24, 2026, Town staff issued Request for Quotation RFQ #131-2026, Automated Side Loader Grabber Arm Replacement, and posted the solicitation on the Town's website for at least seven (7) consecutive business days in accordance with Section 2-246 of the Town's Purchasing Code; and

WHEREAS, on September 3, 2026, the submission deadline for RFQ #131-2026, the Town had received one (1) quote, submitted by Sunbelt Waste Equipment, LLC; and

WHEREAS, after review and analysis, a determination was made that the quote submitted by Sunbelt Waste Equipment, LLC complies with the RFQ scope of work and is in the best interest of the Town; and

WHEREAS, the Sunbelt Waste Equipment, LLC quote (Quote #2426) includes the removal of the existing Python Arm assembly, the installation of a FEN-X Arm (Heil-rebuilt Python Arm) with new grabbers, proximity switches, proximity harnesses, and hardware, and the operational testing of the arm, as per the following cost breakdown:

Parts

• **FEN-X Arm (Heil-rebuilt Python Arm)**	**$**	**19,720.16**
• **Grabbers**	**$**	**3,104.43**
• **Proximity Switches & Harness**	**$**	**274.00**
• **Hardware**	**$**	**320.10**
• **Labor (51 hours @ $182.00/hour)**	**$**	**9,282.00**
• **Shop Supplies**	**$**	**250.00**
Total Amount:	**$**	**32,950.69**

Any additional repairs identified during the work that exceed the amount approved herein shall require separate authorization by the Town in accordance with the Town's Purchasing Code; and

WHEREAS, funding for this repair is available within the Town's Fiscal Year 2026–2027 Budget, Sanitation Repairs and Maintenance, Account No. 404-534-404-46000; and

WHEREAS, the Town Manager has recommended that the Town Commission approve the selection of Sunbelt Waste Equipment, LLC for the Automated Side Loader Unit #58 Grabber Arm Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, as follows:

Section 1: The above-stated recitals are true and correct, and are incorporated herein.

Section 2: The Town Commission hereby approves the selection of Sunbelt Waste Equipment, LLC pursuant to Request for Quotation RFQ #131-2026 for the replacement of the grabber arm assembly on Automated Side Loader Unit #58, in an amount not to exceed Thirty-Two Thousand Nine Hundred Fifty Dollars and Sixty-Nine Cents ($32,950.69), and authorizes the Town Manager to issue a purchase order for this work. A copy of the submitted quote is attached hereto and incorporated herein.

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

TOWN OF LAKE PARK, FLORIDA
REQUEST FOR QUOTE (RFQ) 131-2026
AUTOMATED SIDE LOADER GRABBER ARM REPLACEMENT

I. Introduction

The Town of Lake Park is soliciting quotes from qualified vendors for the removal of the existing grabber arm assembly and installation of a new FEN X Arm (Heil rebuilt Python Arm) on Unit 58, a 2019 Mack LR equipped with a Heil Automated Side Loader body.

This solicitation includes full technical specifications, required services, submission instructions, and evaluation criteria.

II. Vehicle Information

Unit Number: 58	
Chassis	2019 Mack LR
VIN	1M2LR2GC5KM002204
Public Works	Heil Automated Side Loader
Body Serial Number	Heil 7E7306816

III. Scope of Work

The awarded vendor shall provide all labor, equipment, materials, and components necessary to complete the following:

A. Removal

- Remove the existing Python Arm assembly from Unit 58.
- Disconnect all associated hydraulic, electrical, and mechanical connections.
- Inspect mounting points for structural integrity prior to installation of new components.

B. Installation

- Install a FEN-X Arm (Heil-rebuilt Python Arm), fully compatible with the Heil side loader body.
- Ensure proper alignment, torque specifications, and hydraulic integration per OEM standards.
- Replace all proximity switches, proximity harnesses, and any related connectors or brackets.
- Test full operational cycle of the arm, including:
    - Grab/lift/dump sequence
    - Hydraulic response

- Safety interlocks

IV. Technical Requirements

- All components must be OEM (Heil- rebuilt Python Arm) assemblies.
- Installation must comply with:
  - Heil manufacturer specifications
  - Mack LR chassis integration requirements
  - DOT/ICC safety standards for refuse vehicles
- Vendor must supply:
  - Technical datasheets
  - Warranty terms
  - Lead time for parts and installation scheduling

IV. Quote Submission Requirements

RFQ documentation will be available on the Town's website no later than Tuesday August 25, 2026 or can be requested through the Clerk's Office by email: townclerk@lakeparkflorida.gov

Each quote must be submitted electronically via email: townclerk@lakeparkflorida.gov, not later than **September 3, 2026 at 2:00 PM EST**.

Please ensure all submission emails use the following subject line: **RFQ 131-2026**

V. Evaluation Criteria

Proposals will be evaluated based on:

- Compliance with technical specifications
- Total cost
- Lead time and availability
- Warranty strength

VI. RFQ Questions

All questions must be submitted in writing to:
townclerk@lakeparkflorida.gov by **Monday, August 31, 2026, at 5:00 PM EST**.

VII. Terms and Conditions

- The Town reserves the right to reject any or all submissions.
- All quoted prices must remain valid for 60 calendar days.
- No unauthorized use of the Town seal is permitted.

VIII. Deadline for Submission

All quotes must be submitted by:
Thursday, September 3, 2026, at 2:00 PM EST

Town Clerk's Office

561-881-3311

townclerk@lakeparkflorida.gov

Town Clerk Vivian Mendez, MMC

Deputy Town Clerk Laura Weidgans

Laura Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2026.08.24 13:25:10 -04'00'

Outlook

Unit #58 Python Arm Replacement

From Victor K. Napolitano <victor@sunbeltwaste.com>
Date Tue 8/25/2026 9:25 AM
To Town Clerk <townclerk@lakeparkflorida.gov>
Cc Paul Mathis <shop@lakeparkflorida.gov>

2 attachments (357 KB)

RFQ 131-2026 - Automated Side Loader Grabber Arm Replacement.pdf; Quote # 2426 - Unit #58 - Python Arm Replacement - Town of Lake Park.pdf;

You don't often get email from victor@sunbeltwaste.com. Learn why this is important

Good Morning,

Please see the attached Quote Submission for **RFQ 131-2026**.

Victor Napolitano
Service Manager - Pompano
2201 NW 22nd Street,
Pompano Beach, Florida 33069
victor@sunbeltwaste.com
Cell: (954)-549-4737
Office: (561)-274-8505
www.sunbeltwaste.com

Sunbelt Waste Equipment, LLC
2201 NW 22nd Street, Pompano Beach, FL 33069
Phone: 561-274-8505
www.sunbeltwaste.com

Bill To: Town of Lake Park
650 Old Dixie Highway,
Lake Park, FL 33403

Ship To: Town of Lake Park
650 Old Dixie Highway,
Lake Park, FL 33403

Quote 2426 Department: Service

Unit Number: 58
Body S/N: Heil: 7E7306816
Make/Model: Mack/LR
VIN: 1M2LR2GC5KM002204

Complaint: Python Arm Replacement

Quote Amount:
$23,418.69 – Parts (FEN-X Python Arm: $19,720.16 ; Grabbers: $3,104.43 ; Prox Switches & Harness: $274.00 ; Hardware: $320.10)
$9,282.00– Labor (51hrs @ $182/hr)
$250.00– Total Miscellaneous (Shop Supplies: $250.00)
$0.00 – Total Core

Quote total = $32,950.69
Payment Method – Charge

Explanation:
Paul Mathis called in & requested a Quote for a Python Arm Replacement. This Quote is for us to remove & replace the Python Arm with FEN-X Arm (Heil rebuilt Python Arm). If approved, we will schedule the Truck to come to our Yard for the replacement. Once here, we will remove the Python Arm from the Truck, install the FEN-X Arm, install new Grabbers/Prox Switches/Prox Harness/etc. Once the Arm is installed, we will test for proper operations before releasing back to the customer.

Disclaimer: This Quote is subject to change; if any further damage is found and repairs need to be made, we will reach out for approval before proceeding with the repairs.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 100-10-26 – Agreement (Piggyback) – Approve Purchase of One (1) 2026 Mack Granite Vac-Con Sewer Combination Cleaner (Vacuum Truck) - Nextran Truck Centers - $589,866

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $589,866 **Funding Source:** Stormwater Fund

Account Number: 402-538-402-66900 **Finance Signature:** Barbara A. Gould

Advertised:

Date: _____ **Newspaper:** _____

Attachments: "Attachment A" Proposed Resolution
"Attachment B" Cooperative Purchase Agreement; "Attachment C" Resolution No. 80-10-23 and October 18, 2023 Agenda Materials; "Attachment D" Nextran Quote dated September 23, 2026; "Attachment E" FSA25-VEH23.0 Award and Options List; "Attachment F" Town Specifications, Chassis and Body Proposals, and Budget Detail

Please initial one:

_____ Yes, I have notified everyone.

JM Not applicable in this case

Summary Explanation/Background:

The Public Works Department requests the Town Commission's approval to purchase one (1) 2026 Mack Granite 64FR chassis equipped with a Vac-Con Model V312LHAN/1300 sewer combination cleaner body (Vacuum Truck) to ensure the continued reliable cleaning and maintenance of the storm drain pipes, catch basins, maintenance holes and culverts within the Town.

The proposed purchase would replace the existing Vacuum Truck (Stormwater Unit No. 52 - 2009

Vac-Con truck)., which has been included within the Town's 5-Year Capital Improvement Plan (CIP) to be replaced in FY 2026. This vehicle would upgrade the current stormwater fleet, which is experiencing significant aging and incurring very high repair and maintenance costs and resulting is significant down-time leading to reduced stormwater pipes cleaning and maintenance.

Note: The Town Commission previously approved the purchase of a Vacuum Truck from Southern Sewer on October 18, 2023 (Resolution No. 80-10-23) in the total amount of $589,869. However, it was later determined that Southern Sewer Equipment Sales supplies only the body for the proposed Vacuum Truck and this company is not an approved vendor with the Florida Sheriff's Association (FSA) to enable the Town to piggyback the purchase of the complete truck, which was provided in the original Resolution in 2023. As a result, staff is proposing to piggyback and purchase from a new vendor that has provided a competitive bid/pricing option within the FSA's Cooperative Purchasing Program.

Additionally, through the FSA Cooperative Purchasing Program, this proposed Vacuum Truck purchase will be as a complete unit (the Mack chassis with the Vac-Con body installed) under the FSA Heavy Trucks and Buses contract, FSA25-VEH23.0, on which Nextran Truck Centers is the awarded primary vendor for Item 80 in the Southern region. This Truck, if approved, would be purchased through Nextran, with Southern Sewer supplying the selected Vac-Con body to Nextran for installation. Thus, the need for the Town Commission to reauthorize the purchase of this vehicle through a different vendor than Southern Sewer and to terminate the approval of a future purchase of a Vacuum Truck from Southern Sewer as provided within Resolution No. 80-10-23.

To ensure the lowest possible price, staff is recommending the Town piggyback off the current Florida Sheriff's Association Cooperative Purchasing Program, which was awarded to Nextran Corporation (d.b.a. Nextran Truck Centers) through a competitive selection process (Contract No. FSA25-VEH23.0, Item 80) to purchase a 2026 Mack Granite 64FR chassis equipped with a Vac-Con Model V312LHAN/1300 sewer combination cleaner body, in an amount not to exceed $589,866.

Note: Various documents related to this competitive selection process are either attached and/or available for review by contacting the Town Clerk's Office, including Contract #FSA25-VEH23.0 and published addendums, as required.

Staff consulted directly with the FSA Cooperative Purchasing Program regarding the pricing and the procurement method, and FSA confirmed the following:

1. The purchase is properly made through Nextran under the FSA Heavy Trucks and Buses contract, with the Vac-Con body provided as a body option installed on the truck chassis.

2. Awarded vendors are permitted to sell non-scheduled options pursuant to Section 3 of the FSA contract. The vendor must substantiate the cost of a non-scheduled option, and documentation of the vendor's cost from the body manufacturer (including installation and make-ready for delivery) must meet FSA's expectations.

3. Awarded vendors are permitted to offer additional discounts below contract pricing pursuant to Section 2 of the FSA contract terms and conditions (Prices Quoted).

Note: Nextran applied a discount to the proposed Vacuum Truck to provide a total purchase price of $589,866, which is the price that was expected to be paid under the Resolution approved in 2023.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contracts of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made, provided that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing an existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with a proven record of performance and technical expertise. Furthermore, piggybacking on this agreement will accelerate project mobilization, support cost control, and ensure compliance with state and local procurement requirements.

If approved, the Town Commission would accept Nextran's pricing by piggybacking on the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA25-VEH23.0, Item 80, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed purchase price for this vehicle is $589,866 from Nextran Truck Center. Funding for the purchase for this vehicle is available within the FY 2027 Budget – Stormwater Fund, subject to the Town Commission approving a budget amendment at a future date (Funding was previously approved within the FY 2026 Budget, which will be moved to the Sanitation Enterprise Fund's Reserve Account).

Note: The proposed vehicle to be purchased is available to the Town immediately and can begin to be utilized by the Public Works Department for stormwater pipes cleaning and maintenance shortly after Commission approval to purchase the vehicle.

The proposed purchase agreements were prepared by the proposed manufacturer/vendor, Nextran Truck Center, and reviewed by the Public Works Director, the Finance Director and the Town Attorney.

The Town has previously worked with the proposed manufacturer/vendor and they have provided a quality product and good customer service.

RECOMMENDATION:

I move to adopt Resolution 100-10-26 to approve the piggyback Agreement with Nextran Corporation (d.b.a. Nextran Truck Centers) for the purchase of one (1) 2026 Mack Granite 64FR Vac-Con Sewer Combination Cleaner, in an amount not to exceed $589,866; terminate the approved purchase of a Vacuum Truck under the previously approved Resolution No. 80-10-23; and authorize the Mayor to execute the Agreement.

RESOLUTION 100-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COOPERATIVE PURCHASE AGREEMENT WITH NEXTRAN CORPORATION, DOING BUSINESS AS NEXTRAN TRUCK CENTERS, FOR THE PURCHASE OF ONE VAC-CON SEWER COMBINATION CLEANER UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA25-VEH23.0, ITEM 80, IN AN AMOUNT NOT TO EXCEED $589,866.00; CORRECTING THE VENDOR IDENTIFICATION ASSOCIATED WITH RESOLUTION NO. 80-10-23; AUTHORIZING THE PURCHASE SUBJECT TO APPROPRIATED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (Town) requires a replacement vacuum truck to maintain its stormwater collection and conveyance system; and

WHEREAS, on October 18, 2023, the Town Commission adopted Resolution No. 80-10-23 authorizing the acquisition of a replacement vacuum truck at an estimated principal cost of $589,869.00 and identifying Southern Sewer Equipment Sales based on its Vac-Con proposal; and

WHEREAS, the Florida Sheriffs Association competitively procured and awarded Contract No. FSA25-VEH23.0, Item 80, under which Nextran Truck Centers is the primary awarded vendor for the Southern region and Vac-Con is an available body manufacturer; and

WHEREAS, Town staff reviewed the available equipment and selected the Vac-Con configuration proposed by Southern Sewer Equipment Sales as meeting the Town's operational specifications, with Southern Sewer Equipment Sales serving as the body supplier and Nextran Truck Centers serving as the contracting vendor for the complete chassis and body purchase; and

WHEREAS, Nextran Truck Centers issued a September 23, 2026, price sheet for one new 2026 Mack Granite 64FR chassis equipped with a Vac-Con Model V312LHAN/1300 sewer combination cleaner body for a total purchase price of $589,866.00; and

WHEREAS, the Town has determined that entering into a Cooperative Purchase Agreement with Nextran Corporation, doing business as Nextran Truck Centers, utilizing Florida Sheriffs Association Contract No. FSA25-VEH23.0, Item 80, and correcting the vendor identification associated with Resolution No. 80-10-23 are consistent with the Town's procurement regulations and are in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization. The Town Commission hereby approves the Cooperative Purchase Agreement between the Town of Lake Park and Nextran Corporation, doing business as Nextran Truck Centers, in substantially the form attached hereto, utilizing Florida Sheriffs Association Contract No. FSA25-VEH23.0, Item 80, and authorizes and directs the Mayor to execute

the Agreement on behalf of the Town, subject to non-substantive revisions approved by the Town Manager and Town Attorney.

Section 3. Prior Authorization and Vendor Identification. The authorization granted by Resolution No. 80-10-23 for the replacement vacuum truck remains in effect. For this purchase, the vendor identification is corrected to identify Nextran Corporation, doing business as Nextran Truck Centers, as the contracting vendor and Southern Sewer Equipment Sales as the supplier of the selected Vac-Con body. This correction does not alter the separate skid steer authorization contained in Resolution No. 80-10-23.

Section 4. Purchase and Funding. The Town Commission approves the purchase of one new 2026 Mack Granite 64FR chassis equipped with a Vac-Con Model V312LHAN/1300 sewer combination cleaner body for an amount not to exceed $589,866.00. The purchase shall be limited to approved budget appropriations, including available Stormwater Fund appropriations in account 402-538-402-66900, and the applicable pricing, delivery terms, and conditions of Florida Sheriffs Association Contract No. FSA25-VEH23.0, Item 80.

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

CONTRACT FOR COOPERATIVE PURCHASE OF ONE VACUUM TRUCK

This agreement for the cooperative purchase of one vacuum truck (the "Agreement") is made and entered into by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Nextran Corporation, a Florida corporation doing business as Nextran Truck Centers, 360 South Military Trail, West Palm Beach, Florida 33415 ("Contractor") (collectively referred to as the "parties").

WITNESSETH THAT

WHEREAS, the Town is a municipality and is given those powers and responsibilities enumerated by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining its stormwater collection and conveyance system and requires a replacement vacuum truck to support those operations; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town may enter into contracts for the cooperative purchase of certain goods, products, or services when a contract has been subjected to a competitive procurement solicitation by another governmental entity; and

WHEREAS, the Florida Sheriffs Association competitively procured and awarded Contract No. FSA25-VEH23.0, Item 80, under which the Contractor is the primary awarded vendor for the Southern region; and

WHEREAS, the Town Commission adopted Resolution No. 80-10-23 on October 18, 2023, authorizing acquisition of a replacement Vac-Con Sewer Combination Cleaner at an estimated purchase cost of $589,869.00, and that authorization identified Southern Sewer Equipment Sales based upon the Vac-Con proposal then presented; and

WHEREAS, the Town now desires to utilize the competitively established terms and pricing available under FSA Contract No. FSA25-VEH23.0 to purchase from the Contractor one new and unused 2026 Mack Granite 64FR chassis equipped with a new and unused Vac-Con Model V312LHAN/1300 sewer combination cleaner body for a total purchase price not to exceed $589,866.00; and

WHEREAS, pursuant to FSA Contract No. FSA25-VEH23.0 and the Contractor's September 23, 2026 price sheet, the Contractor has agreed to furnish the complete equipment to the Town in accordance with the applicable cooperative contract terms, conditions, and pricing.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

1. The above-stated recitals are incorporated herein.
2. The terms and pricing of FSA Contract No. FSA25-VEH23.0, Item 80, and the Contractor's September 23, 2026 price sheet are incorporated herein.
3. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
    a. Keep and maintain public records required by the Town to perform the services that are the subject of this Contract.
    b. Upon request of the Town, provide any such public records.

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

d. Upon completion of the term of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in this Agreement. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Contract, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

4. The Contractor affirms and ratifies the applicable terms, pricing, and conditions of FSA Contract No. FSA25-VEH23.0, Item 80, and agrees to provide the Town one new and unused 2026 Mack Granite 64FR chassis equipped with one new and unused Vac-Con Model V312LHAN/1300 sewer combination cleaner body, including the applicable options and equipment reflected in the Contractor's September 23, 2026 price sheet.

5. The Town agrees to pay the Contractor an amount not to exceed $589,866.00 for the complete vacuum truck based upon the applicable pricing, terms, and conditions available under FSA Contract No. FSA25-VEH23.0 and the Contractor's September 23, 2026 price sheet, subject to lawful appropriations and an authorized Town purchase order.

6. Except as expressly supplemented by this Contract, the applicable terms and conditions of FSA Contract No. FSA25-VEH23.0 are incorporated herein by reference.

7. The term of this Contract shall commence on the date it is approved by the Town Commission and fully executed by the parties, and shall remain in effect through delivery and acceptance of the vacuum truck and final payment, except for obligations that by their nature survive completion of the purchase. Purchases under this Agreement remain subject to the continued legal availability of the applicable cooperative contract pricing, terms, and conditions.

8. This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Contract shall lie in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

9. Notices to the Contractor shall be sent to Nextran Corporation d/b/a Nextran Truck Centers, 360 South Military Trail, West Palm Beach, Florida 33415, or to such other address as the Contractor designates in writing. Notices to the Town shall be given to: Town of Lake Park, Attn: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

10. If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date approved by the Town Commission and the dates of execution below.

ATTEST:	**TOWN OF LAKE PARK**
By: _____	By: _____
Vivian Mendez, Town Clerk	Rodger Michaud, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL) _____

Notary Public, State of Florida

Nextran Corporation d/b/a Nextran Truck Centers:

By: _____

Its: _____

Printed Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____ of Nextran Corporation d/b/a Nextran Truck Centers, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL) _____

Notary Public, State of _____

TOWN OF LAKE PARK

PUBLIC WORKS DEPARTMENT

VACUUM TRUCK

Minimum Chassis and Body Technical Requirements

DOCUMENT TYPE	Technical Specification
DIVISION	Stormwater Division
DOCUMENT CODE	PW-STW-SPEC-VAC
VERSION	Final v1.0
STATUS	Pending Technical Review
DATE	September 22, 2026

PURPOSE

Define the minimum technical configuration the Town requires for a complete vacuum truck, including the chassis, vacuum body, water system, safety equipment, warranties, and completed-unit engineering requirements.

1. Intended Use

The Town requires a complete vacuum truck for routine and emergency stormwater maintenance. The unit shall be capable of cleaning catch basins, manholes, culverts, drainage structures, and stormwater piping; removing wet sediment, sand, leaves, vegetation, sludge, standing water, and typical stormwater debris; and supporting work on municipal streets and rights-of-way.

The chassis and body shall be engineered as one integrated completed unit. The completed vehicle shall provide adequate legal payload and axle capacity under realistic operating conditions and shall be suitable for long-term municipal service, maintenance, and operator use.

2. Completed Unit Requirements

2.1 The unit shall be new, current-production, complete, assembled, tested, and ready for municipal operation.

2.2 The chassis, body, power take-off and hydraulic systems, vacuum system, debris tank, boom, water system, controls, electrical equipment, cameras, lighting, and safety systems shall be fully compatible and integrated.

2.3 The completed vehicle shall remain within Gross Vehicle Weight Rating (GVWR), Gross Axle Weight Ratings (GAWRs), tire and wheel ratings, and applicable roadway weight limits under realistic loading conditions.

2.4 Completed-unit weight documentation shall identify front and rear axle curb weights, remaining payload by axle and total vehicle, the assumed debris density used for payload calculations, and any operating restrictions necessary to remain within applicable ratings.

2.5 Final completed-unit height, length, width, center of gravity, turning characteristics, axle loading, and body-to-chassis clearances shall be documented before final acceptance.

3. Chassis Requirements

3.1 Configuration, Frame, and Ratings

Item	Minimum Technical Requirement
C1	Heavy-duty tandem 6x4 vocational chassis configured for a completed vacuum-truck body and municipal stormwater service.
C2	Gross Vehicle Weight Rating shall be not less than 66,000 pounds.
C3	Front Gross Axle Weight Rating shall be not less than 20,000 pounds.
C4	Rear tandem Gross Axle Weight Rating shall be not less than 46,000 pounds.
C5	Front suspension shall be rated not less than 20,000 pounds; rear suspension shall be rated not less than 46,000 pounds.
C6	Rear tandem axle spacing shall be approximately 50 inches unless completed-unit engineering requires an alternate configuration.
C7	Wheelbase shall be approximately 268 inches and shall provide the body-builder dimensions needed for the required vacuum body.
C8	Front frame extension shall be approximately 20 inches and rear overhang approximately 73 inches, subject to final completed-unit engineering.

Item	Minimum Technical Requirement
C9	Frame shall be heavy-duty steel with full reinforcement liner and a minimum resisting bending moment of approximately 3,920,000 pound-inches, or equivalent strength suitable for the completed body and duty cycle.
C10	Front tow hooks shall be provided.

3.2 Engine, Cooling, and Exhaust

Item	Minimum Technical Requirement
C11	Diesel engine shall provide not less than 425 horsepower and 1,550 pound-feet of peak torque.
C12	Engine brake shall be provided.
C13	Cooling system shall be sized for heavy vocational vacuum-truck operation in South Florida ambient conditions, including sustained low-speed and stationary power take-off operation.
C14	Include fuel-water separation, engine-protection shutdowns, and heavy-duty cooling provisions.
C15	Engine and emissions system shall comply with applicable federal requirements for the model year and Florida registration.
C16	Diesel exhaust fluid capacity shall be approximately 8.7 gallons or greater where required by the offered emissions system.

3.3 Transmission, Driveline, and Power Take-Off

Item	Minimum Technical Requirement
C17	Heavy-duty six-speed automatic transmission suitable for the specified engine torque and completed vehicle weight shall be provided.
C18	Transmission shall include prognostic capability and the provisions necessary for body power take-off operation.
C19	Transmission programming shall support high-inertia vacuum-system operation, including controlled or soft-start engagement where required by the body system.
C20	Transmission cooling and lubricant shall be suitable for continuous heavy vocational service.
C21	Rear axle ratio shall be approximately 4.50, or an equivalent ratio demonstrated to be compatible with the engine, transmission, tire size, operating speeds, grades, and power take-off duty.
C22	Interwheel differential lock and interaxle power-divider lockout shall be provided.
C23	Front-engine and transmission power take-off provisions, controls, wiring, and body-builder interface shall be provided as necessary for the completed vacuum body.

3.4 Axles, Brakes, Tires, and Wheels

Item	Minimum Technical Requirement
C24	Front axle shall be rated not less than 20,000 pounds.
C25	Rear tandem axle shall be rated not less than 46,000 pounds.
C26	Front service brakes shall be heavy-duty air disc type.

Item	Minimum Technical Requirement
C27	Rear service brakes shall be heavy-duty air-operated drum or disc type rated for the rear tandem axle and completed unit.
C28	Antilock braking, automatic traction control, and vehicle stability/yaw control shall be provided.
C29	Parking-brake warning shall sound when the driver door is opened while the parking brake is not applied.
C30	Front tires shall be 425/65R22.5 Load Range L or equivalent with combined capacity adequate for the front axle rating.
C31	Rear tires shall be 11R22.5 Load Range G or equivalent with combined capacity adequate for the rear tandem rating.
C32	Heavy-duty steel wheels shall be provided and rated for the specified axle and tire capacities.

3.5 Fuel, Electrical, Cab, and Operator Equipment

Item	Minimum Technical Requirement
C33	Fuel capacity shall be not less than 72 gallons and shall be arranged so that the body and accessory systems can be installed without interference.
C34	Electrical system shall be 12 volt with alternator capacity not less than 160 amperes.
C35	Starting system shall include three heavy-duty batteries providing approximately 2,280 cold-cranking amperes total, or equivalent starting capacity.
C36	Battery disconnect switch shall be provided.
C37	Audible backup alarm shall be provided.
C38	LED headlamps, daytime running lights, and chassis-mounted LED step/ground work lights shall be provided.
C39	At least six assignable body-builder dash switches shall be provided, including momentary switching where required by the body.
C40	Factory air conditioning with electronic controls shall be provided.
C41	Driver seat shall be high-back air-suspension type; passenger seat shall be high-back fixed or better.
C42	Lap-and-shoulder seat belts with audible/visual reminder shall be provided.
C43	Heated powered exterior mirrors and heated convex mirrors shall be provided.
C44	Cab shall be white. Chassis running gear shall have a durable black finish.
C45	Diagnostic/telematics capability shall be provided where available for the chassis, with access to vehicle location, fault information, and service data during the included service period.

3.6 Chassis Warranty

Item	Minimum Technical Requirement
C46	Basic chassis coverage shall be not less than 12 months or 100,000 miles.
C47	Engine coverage shall be not less than 60 months or 250,000 miles.

Item	Minimum Technical Requirement
C48	Engine aftertreatment coverage shall be not less than 60 months or 250,000 miles where available for the specified emissions system.
C49	Carrier and axle housing coverage shall be not less than 60 months or 500,000 miles.
C50	Heating, ventilation, and air-conditioning coverage should be not less than 60 months where available.
C51	Transmission warranty coverage shall be identified in the completed-unit documentation and shall be appropriate for heavy vocational and power take-off service.

4. Vacuum Truck Body Requirements

4.1 Vacuum and Debris System

Item	Minimum Technical Requirement
B1	Vacuum system shall use a three-stage centrifugal compressor and shall be rated not less than 3,500 cubic feet per minute at 14.5 inches of mercury.
B2	Vacuum system shall include a cyclone or centrifugal separator with cleanout provisions.
B3	Vacuum drive shall be hydrostatic and fully compatible with the chassis power take-off arrangement.
B4	Debris tank capacity shall be not less than 12 cubic yards.
B5	Debris tank shall be constructed of not less than 1/4-inch heavy-duty corrosion-resistant weathering steel or equivalent material suitable for municipal vacuum service.
B6	Rear door shall be full-opening/flat style with hydraulic open/close function, hydraulic locking, and positive safety latch or equivalent retention system.
B7	Debris tank shall include a 5-inch butterfly drain valve with not less than 10 feet of lay-flat hose.
B8	Debris tank dumping angle shall be not less than 50 degrees using a hydraulic scissors-lift or equivalent power-up/power-down hoist system.
B9	Dump height shall be approximately 60 inches or greater, subject to completed-unit stability and body design.
B10	A permanently mounted body prop or equivalent positive mechanical support shall be provided for safe maintenance under the raised debris body.
B11	Debris-body flushout system shall include not less than eight internal jets.
B12	Automatic vacuum breaker, tank level indication, and overfill protection shall be provided.
B13	Vacuum relief protection shall be provided as required by the system design.
B14	Vacuum intake hose shall be not less than 8 inches nominal diameter.
B15	Rear-mounted hydraulic pump-off system shall be rated approximately 200 gallons per minute and include not less than 20 feet of lay-flat discharge hose.

4.2 Boom, Intake, and Access

Item	Minimum Technical Requirement
B16	Vacuum boom shall be four-way hydraulic with cleanout capability, approximately 270-degree rotation, and operator controls suitable for municipal drainage structures.
B17	Boom shall include a 10-foot telescoping tube-in-tube assembly with pendant control station in addition to the primary controls.
B18	Boom transport support/docking system shall be provided for secure road travel.
B19	Provide approximately 20.5 feet of 8-inch aluminum intake tubes, including nominal 3-foot, 5-foot, 6-foot, and 6.5-foot sections or an equivalent functional set.

4.3 High-Pressure Water System

Item	Minimum Technical Requirement
B20	Water pump system shall provide not less than 60 gallons per minute at 2,000 pounds per square inch and shall be hydrostatically driven through the body power system.
B21	Water pump remote oil drain shall be provided.
B22	Water capacity shall be not less than 1,300 gallons using cross-linked polyethylene tanks or equivalent corrosion-resistant tanks suitable for the completed vehicle.
B23	Lower water-tank arrangement shall include full-length maintenance-access steps and a positive quarter-turn or equivalent drain valve.
B24	Front-mounted high-pressure hose reel shall provide not less than 600 feet of 1-inch hose capacity and shall use an articulating/rotating arrangement suitable for municipal pipe-cleaning operations.
B25	Provide not less than 500 feet of 1-inch high-pressure rodder hose rated for the full operating pressure of the water system.
B26	Hose handling system shall include a footage counter, heavy-duty manual rewind guide with dual rollers, flexible hose guide, and 10-foot leader hose.
B27	Washdown system shall include a hand gun rated approximately 20 gallons per minute at 750 pounds per square inch and a retractable hose reel with approximately 100 feet of hose.
B28	Provide one sanitary nozzle and one penetrator nozzle suitable for municipal pipe cleaning.
B29	Low-water alarm with visual warning light shall be provided.
B30	Centrifugal compressor fan flushout system shall be provided.

4.4 Cooling, Lubrication, Storage, and Serviceability

Item	Minimum Technical Requirement
B31	Cooling package shall include an air-to-oil heat exchanger for hydraulics and transfer-case components, or an equivalent cooling system sized for the required duty cycle.
B32	Remote lubrication provisions shall be provided for the boom rotator/lift cylinders and other high-maintenance grease points, including boom, debris tank, and articulating hose-reel components where applicable.
B33	Provide a behind-cab storage box approximately 16 inches by 42 inches by 96 inches, or equivalent storage volume compatible with the completed body.

Item	Minimum Technical Requirement
B34	Provide pipe and tool storage. A rotating pipe rack is preferred where space and completed-unit engineering permit.
B35	Centrifugal compressor silencer shall be stainless-steel construction or equivalent corrosion-resistant construction.

4.5 Lighting, Cameras, Alarms, and Safety

Item	Minimum Technical Requirement
B36	Provide at least two emergency-stop button locations: one at the operator station and one at mid-body.
B37	Provide a rear camera system with a color monitor and an additional camera positioned to provide clear visibility of the front hose-reel/work area.
B38	Provide body-load-limit alarm with level indicator.
B39	Warning and work lighting shall include, at minimum, two LED flood lights with protective guards at boom/mid-body locations, one guarded rear-tank LED strobe, LED arrow stick, four-corner LED strobe system, and two frame-mounted mid-body LED strobes.
B40	Body shall include applicable LED clearance/identification lighting and adequate work-area illumination.
B41	Provide a 5-pound ABC fire extinguisher and one set of emergency warning triangles on the completed unit.
B42	Rear tow hooks shall be provided.

4.6 Body Finish and Warranty

Item	Minimum Technical Requirement
B43	Body finish shall be polyurethane paint with a textured finish in high-wear or designated areas. Final body color shall be coordinated with the Town-approved white chassis color.
B44	Standard body warranty shall be not less than 12 months.
B45	Debris tank warranty shall be not less than 5 years.
B46	Water tank warranty shall be not less than 10 years.

5. Documentation, Training, and Final Acceptance

5.1 The completed unit shall be delivered clean, fueled, fully assembled, tested, and ready for municipal operation.

5.2 Operator manuals, service information, parts information, warranty documents, wiring and hydraulic diagrams, keys, remotes, adapters, specialty tools, hoses, nozzles, intake tubes, and loose equipment included with the unit shall be provided at delivery.

5.3 Operator orientation and basic maintenance training shall cover safe operation, vacuum system operation, debris-body operation, high-pressure water system, daily inspections, routine maintenance, emergency controls, and warranty/service procedures.

5.4 No material substitution of the chassis, body, major system, component, or specified performance requirement shall be made without prior written Town approval.

5.5 Physical delivery does not constitute final acceptance. Final acceptance is subject to inspection and functional testing by the Town and correction of identified deficiencies.

5.1 Acceptance Verification

✓	Acceptance Verification	Status
☐	Verify vehicle identification number, body serial number, final chassis/body configuration, and completed-unit documentation.	Pass / Def.
☐	Confirm all specified chassis, body, accessory, camera, lighting, hose, nozzle, tube, tool, key, and loose-equipment items are present.	Pass / Def.
☐	Inspect the completed unit for damage, leaks, missing hardware, corrosion, or finish defects.	Pass / Def.
☐	Confirm completed-unit weight and axle-loading documentation and verify compliance with vehicle, axle, tire, and wheel ratings.	Pass / Def.
☐	Operate the vacuum system under load and verify the separator, vacuum breaker, level indication, overfill protection, and related protection devices.	Pass / Def.
☐	Cycle the debris body, rear door/locks, body prop, dump system, drain valve, debris flushout, and hydraulic pump-off system.	Pass / Def.
☐	Cycle the telescoping boom through its operating range and verify controls, docking system, intake hose, and tube set.	Pass / Def.
☐	Operate the high-pressure water system and verify pump performance, hose reel, footage counter, hose guides, low-water alarm, washdown system, and nozzles.	Pass / Def.
☐	Verify cameras, body-load alarm, emergency stops, arrow stick, flood lights, strobes, clearance/identification lighting, and work-area safety lighting.	Pass / Def.
☐	Confirm manuals, warranties, training, lubrication provisions, storage equipment, title/registration documents, and Town asset information are complete.	Pass / Def.

Acceptance Status	☐ Accepted	☐ Accepted with Deficiencies	☐ Not Accepted
Town Inspector		**Date**	

NEXTRAN TRUCK CENTERS

FLORIDA SHERIFF'S ASSOCIATION BID SHEET

Date	9/23/2026
Bid Number:	FSA25-VEH23.0, Heavy Trucks and Buses
Customer:	TOWN OF LAKE PARK
Item #	80 - Mack AP or G Series (Truck) - Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
Deal Agreement	MACK CHASSIS 1M2GR2GC7TM056283/ VAC CON 62610569
Salesperson	DAVID GLUCKLER

Base Price		**$ 151,453**
Published Options		
1001857	ENGINE - 425HP	$ 2,373.00
1364581	TRANSMISSION - ALLISON 4500 RDS	$ 14,975.00
20F46R	66K GVW PKG	$ 5,895.00
2540401	DIFF LOCK	$ 1,117.00
1898000	FACTORY PREP PTO	$ 180.00
NEX ECCO WL	LED WORK LIGHTS	$ 415.00
MCE0017	DOUBLE FRAME - FULL STEEL INSERT	$ 2,134.00
NEW	NEW STATE TAG (SPECIFY STATE, COUNTY, CITY, SHERIFF, ETC.)	$ 350.00
Non-Scheduled Options Pursuant to Section 3.15		
EXT RAIL	FRAME EXT PARENT MATERIAL 11.1MM RAIL	$ 2,189
Chassis Total		**$ 181,081**

Body Base and Options		
VAC CON	VACCON BODY (COST + 5%)	$ 433,060
DISCOUNT	NEXTRAN LAKE PARK DISCOUNT	$ (24,275)
Body Total		**$ 408,785**

Total per Truck - Delivered	**$ 589,866**

Subject to Manufacturer Surcharges

Quantity of Trucks	1
Total all Trucks	**$ 589,866**

TECHNICAL SPECIFICATION

GRANITE 64FR

CUSTOMER/VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	GRANITE 64FR
	VEHICLE USE & BODY/TRAILER TYPE	VACUUM TRUCK
	TRAILER TYPE	WITHOUT TRAILER TYPE

ENGINE/TRANSMISSIONS		DESCRIPTION
	ENGINE / MOTOR	MP7-425C MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1550 LB-FT, US'21
	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION

EXHAUST/EMISSIONS		DESCRIPTION
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
	DIESEL EXHAUST FLUID TANK	8.7 GALLON (33 L) 26" LEFT SIDE FUEL TANK MTD
	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END

ENGINE EQUIPMENT		DESCRIPTION
S	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)
	ENGINE BRAKE	MACK MP7 POWERLEASH
S	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY

FRONT AXLE EQUIPMENT		DESCRIPTION
	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS
S	FRONT AXLE QUANTITY (required for CERT)	SINGLE FRONT AXLE
	SALES MODEL QUANTITY OF FRONT AXLES	SALES MODEL HAS ONE (1) FRONT AXLE INSTALLED
	SPRINGS - FRONT	MACK TAPERLEAF HD 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS
S	BRAKES - FRONT	MERITOR EX+ AIR DISC BRAKES 430MM (17") H-TYPE
S	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLE	46000# (20900kg) MACK S462R CAST DUCTILE IRON HOUSING
	SALES MODEL QUANTITY OF REAR AXLES	SALES MODEL HAS TWO (2) REAR AXLES INSTALLED
S	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL
S	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)
	REAR AXLE RATIO	4.50 RATIO
	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, HEAVY DUTY
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)
S	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)
S	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADV.BENDIX ABS/ATC/RSA W/YAW CNTRLW/MUD/SNOW SW; REQ-TRUCK APPL 6S6M

PUSHER/TAG AXLE EQUIPMENT		DESCRIPTION
	PUSHER AXLE CAPACITY, SECOND	WITHOUT 2ND PUSHER AXLE
	SALES MODEL QUANTITY OF PUSHER AXLES	SALES MODEL HAS ZERO (0) PUSHER AXLES INSTALLED
	SALES MODEL QUANTITY OF TAG AXLES	SALES MODEL HAS ZERO (0) TAG AXLES INSTALLED

TECHNICAL SPECIFICATION *(cont.)*

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	268"
	AF (OVERHANG)	73"
	FRAME RAILS & LINERS	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81")W/ Full Liner; RBM 3,920,000 LB-IN
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
	FUEL TANK - LH	72 GALLON (275 L) 26" ALUMINUM, SLEEVED D-SHAPED
S	FUEL TANK - RH	W/O RH FUEL TANK

AIR/BRAKE		DESCRIPTION
CA	RELOCATE AIR RESERVOIRS	AIR TANKS UNDER BATT BOX, REMAINING INSIDE FRAME RAILS FORWARD OF REAR AXLE

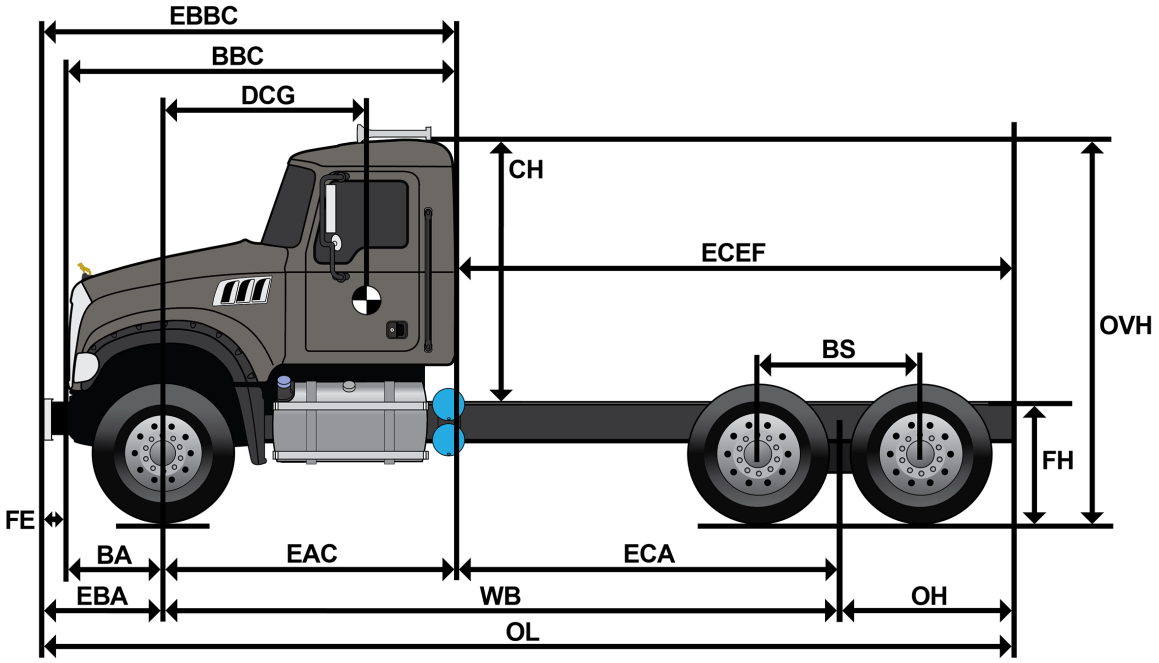
AERODYNAMIC DEVICES		DESCRIPTION
S	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES
S	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS
S	REAR CHASSIS AERODYNAMIC PACKAGE	WITHOUT REAR AERODYNAMIC FAIRING

WHEELS & TIRES		DESCRIPTION
	TIRES BRAND/TYPE - FRONT	425/65R22.5 L BRIDGESTONE M870 (22800 lbs) (Total for QTY = 2)
	WHEELS - FRONT	22.5x12.25 MAXION 222204x WHITE POWDER COATED STEEL, 5.28" OFFSET, 5 HAND HOLE (Total for QTY = 2)
	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M726 ELA (23360 lbs) (DRIVE ONLY) (Total for QTY = 8)
	WHEELS - REAR	22.5x8.25 ACCURIDE HEAVY DUTY 28828x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE (Total for QTY = 8)

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188

ADDITIONAL ENGINEERING (Included)	DESCRIPTION
CA	

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	20.0	INCHES
Bumper to Front Axle	**BA**	29.0	INCHES
Eff. Bumper to Front Axle	**N/A**	49.0	INCHES
Wheelbase	**WB**	267.5	INCHES
Rear Overhang	**OH**	73.2	INCHES
Overall Length	**OL**	389.8	INCHES
Bumper to Back of Cab	**BBC**	116.5	INCHES
Eff. Bumper to Back of Cab	**EBBC**	136.5	INCHES
Eff. Cab to Rear Axle	**ECA**	180.0	INCHES
Eff. Front Axle to Back of Cab	**EAC**	87.5	INCHES
Eff. Cab to End of Frame	**ECEF**	253.2	INCHES
Unladen Frame Height	**FH**	44.6	INCHES
Cab Height	**CH**	70.9	INCHES
Overall Height	**OVH**	118.6	INCHES
Driver CG	**DCG**	70.9	INCHES
50" AXLE SPACING (BOGIE WHEELBASE)	**BS**	50.0	INCHES



MACK®

Mack Trucks
www.macktrucks.com

Florida Sheriffs Association Cooperative Purchasing Program Options List

Bid Number	FSA25-VEH23.0
Bid Title	Heavy Trucks and Buses
Bidder	Nextran Truck Centers
Item Make & Model	Mack AP or G Series (Truck)
Item Number	80

Option Code	Description	Price	Installation	MSRP Discount	Cost-Plus Markup
ENGINE					
1001853	ENGINE - 395HP	$1,612.00	Factory	32.30%	
1001857	ENGINE - 425HP	$2,373.00	Factory	32.30%	
1001840	ENGINE - 455HP	$3,300.00	Factory	32.30%	
1001841	ENGINE - 505HP	$4,483.00	Factory	32.30%	
1003109	ENGINE-L9N-G 320 CUMMINGS-NZ CNG 320HP WITH ALLISON TRANSMISSION	$38,891.00	Factory	32.30%	
TRANSMISSION					
1361509	TRANSMISSION - 13 SPD MDRIVE	$375.00	Factory	32.30%	
1361511	TRANSMISSION - 14 SPD MDRIVE	$837.00	Factory	32.30%	
1364581	TRANSMISSION - ALLISON 4500 RDS	$14,975.00	Factory	32.30%	
1364577	TRANSMISSION - ALLISON 3000 RDS	$4,912.00	Factory	32.30%	
1362135	TRANSMISSION - 16908LL	$838.00	Factory	32.30%	
AXLES/SUSPENSIONS/GVW PACKAGES					
2401507	14,600 FRONT AXLE	$890.00	Factory	32.30%	
25401508	16,500 FRONT AXLE	$1,267.00	Factory	32.30%	
2401500	18K FRONT AXLE	$1,518.00	Factory	32.30%	
2401501	20K FRONT AXLE	$2,065.00	Factory	32.30%	
2681032	46K REAR AXLE	$2,334.00	Factory	32.30%	
1861506	46K REAR SUSPENSION - AIR RIDE	$1,207.00	Factory	32.30%	
14F44R	58K GVW PKG	$3,212.00	Factory	32.30%	
20F44R	64K GVW PKG	$5,216.00	Factory	32.30%	
20F46R	66K GVW PKG	$5,895.00	Factory	32.30%	
1862506	PRIMAX 46K REAR	$2,599.00	Factory	32.30%	
1865161	NEW WAY 46K REAR	$3,110.00	Factory	32.30%	
186AC7	MRIDE 46K REAR SUSPENSION	$857.00	Factory	32.30%	
75KGVW	23K FA/52K RA PKG	$4,100.00	Factory	32.30%	
252AB1	30K MERITOR RS-30-185	$1,600.00	Factory	32.30%	
Single Axle	SINGLE AXLE OPTION (CREDIT)	-$8,064.00	Factory	32.30%	
ADDITIONAL FACTORY OPTIONS					
2416310	FRONT DISC BRAKES	$675.00	Factory	32.30%	
2536310	REAR DISC BRAKES	$1,549.00	Factory	32.30%	
2902A50	DUAL FUEL TANKS	$629.00	Factory	32.30%	
MCE0FE	FRAME RAIL UPGRADE	$905.00	Factory	32.30%	
MCE0017	DOUBLE FRAME - FULL STEEL INSERT	$2,134.00	Factory	32.30%	
2540401	DIFF LOCK	$1,117.00	Factory	32.30%	
2886116	LH 116 FUEL TANK	$298.00	Factory	32.30%	
2906A50	RH 50 GUEL TANK	$329.00	Factory	32.30%	
2930D3	DAVCO FUEL FILTER UPGRADE	$520.00	Factory	32.30%	
4DXN8X	STEEL BUMPER UPGRADE - BRIGHT FINISH AND STONE GUARD	$1,181.00	Factory	32.30%	
INTPKG	INTERIOR TRIM UPGRADE	$1,170.00	Factory	32.30%	
152AC5	BULLDOG STYLIZED MIRRORS	$484.00	Factory	32.30%	
BRIGHTPKG	BRIGHT PACKAGE (FUEL, AIR, MIRRORS, STRAPS, COVERS)	$1,538.00	Factory	32.30%	
TIRE UPGRADE	FRONT TIRE SIZE UPGRADE	$502.00	Factory	32.30%	
TIRE UPGRADE	REAR TIRE SIZE UPGRADE	$1,624.00	Factory	32.30%	
5311627	ALL ALUMINUM WHEELS	$1,459.00	Factory	32.30%	
TBCP-EOF	TRAILER BRAKE CONNECTIONS: END OF FRAME WITH RECEPTACLE	$1,112.00	Factory	32.30%	
1364582	ALLISON TRANS RETARDER BRAKE	$5,732.00	Factory	32.30%	
SFTY	SAFETY PACKAGE COLLISON AVOIDANCE	$3,460.00	Factory	32.30%	
PTO/WETLINE/HEADRACKS/ACCESSORIES					
4160007	REAR ENGINE PTO	$2,101.00	Factory	32.30%	
1898000	FACTORY PREP PTO	$180.00	Factory	32.30%	
NEXPTO	PTO Only	$5,829.00	Vendor		0.00%
NEX AHAR	ALUMINUM HEAD RACK	$3,450.00	Vendor		0.00%
NEX WKLB	WET KIT: LOW BOY MANUAL TRANSMISSION	$9,575.00	Vendor		0.00%
NEX WKSLD	WET KIT: SINGLE LINE DUMP MANUAL TRANSMISSION	$9,275.00	Vendor		0.00%
NEX MDWTL	MDRIVE WETLINE WET KIT: SINGLE LINE DUMP COMPLETE	$11,500.00	Vendor		0.00%
NEX ALWTL	ALLISON WETLINE: 4500 RDS	$9,575.00	Vendor		0.00%
NEX WK2LWF	TWO LINE WALKING FLOOR MANUAL TRANSMISSION	$9,575.00	Vendor		0.00%
NEX WK2LWFAMD	TWO LINE WALKING FLOOR ISHIFT TRANSMISSION	$12,500.00	Vendor		0.00%
NEX ECCO 14	14IN STROBE LIGHT	$1,080.00	Vendor		0.00%
NEX ECCO 60	60IN STROBE LIGHT	$3,350.00	Vendor		0.00%
NEX ECCO WL	LED WORK LIGHTS	$415.00	Vendor		0.00%
EXWRAPW/TC	EXHAUST WRAP KIT W/ TURBO COVER	$4,620.00	Vendor		0.00%
TELMA	TELMA BRAKE	$18,700.00	Vendor		0.00%
TDS EZ 6X6	TDS EZ Trac 6x6	REQUEST	Vendor		0.00%
TDS EZ 6X6 WETLINE	Wetline Kit for TDS EZ Trac 6x6	REQUEST	Vendor		0.00%
BODIES					
MFG LIST	WE FURNISH BODIES FROM THE FOLLOWING: OX, ROGERS, BRIDGEPORT, E-Z PACK, GALBREATH, HEIL, LOADMASTER, MCNEILUS, NEW-WAY, PAC-MAC, PALFINGER, WAYNE, LABRIE, AMTHOR, AMERICAN HOIST, WITTKE, LEACH, VACTOR, VACCON, HY-VAC, AQUATECH AND OTHERS.	REQUEST	Vendor		0.00%
NEX 13 RDA	13,200 LB. RIGID LIFT AXLE WITH 11R22.5 TIRES AND STEEL WHEELS	REQUEST	Vendor		0.00%
NEX 13 SDA	13,200 LB. STEERABLE LIFT AXLE WITH 11R22.5 TIRES AND STEEL WHEELS	REQUEST	Vendor		0.00%
NEX 20 RDA	20,000 LB. RIGID LIFT AXLE WITH 11R22.5 TIRES AND STEEL WHEELS	REQUEST	Vendor		0.00%

NEXTRAN TRUCK CENTERS

NEX 20 SDA	20,000 LB. STEERABLE LIFT AXLE WITH 11R22.5 TIRES AND STEEL WHEELS	REQUEST	Vendor		0.00%
NEX 12 FD	12' FLAT DUMP W/FOLD DOWN SIDES	REQUEST	Vendor		0.00%
NEX 12 SD	12 YD DUMP BODY WITH HOIST AND ELECTRIC TARP SYSTEM	REQUEST	Vendor		0.00%
NEX 14 SD	14 YD DUMP BODY WITH HOIST AND ELECTRIC TARP SYSTEM	REQUEST	Vendor		0.00%
NEX 16 SD	16 YD DUMP BODY WITH HOISDT AND ELECTRIC TARP SYSTEM	REQUEST	Vendor		0.00%
NEX 18 SD	18 YD DUMP BODY WITH HOIST AND ELECTRIC TARP SYSTEM	REQUEST	Vendor		0.00%
NEX 60 174/RP4500	ROLLOFF HOIST AND TARP SYSTEM	REQUEST	Vendor		0.00%
NEX 60 KGF	60,000 LB. ABOVE FRAME ROLLOFF HOIST AND TARP	REQUEST	Vendor		0.00%
AL1	GRAPPLE LOADER WITH DUMP BODY	REQUEST	Vendor		0.00%
66K LUBE FUEL	66K GVW LUBE FUEL TRUCK	REQUEST	Vendor		0.00%
2,800 GL FUEL	2,800 GALLON FUEL TRUCK	REQUEST	Vendor		0.00%
4.500 GL FUEL	4,500 GALLON FUEL TRUCK	REQUEST	Vendor		0.00%
4,000 GL POT TANKER	4,000 GALLON POTABLE TANKER	REQUEST	Vendor		0.00%
4,000 GL NON POT TNK	4,000 GALLON NON-POTABLE TANKER	REQUEST	Vendor		0.00%
5,000 GL VAC	5,000 GALLON VAC TRUCK	REQUEST	Vendor		0.00%
6X6 WETLINE	6X6 WETLINE KIT AND CATWALK WITH SKID PLATES	REQUEST	Vendor		0.00%
6X6 OPTION	6X6 OPTION FROM THE MOD CENTER	REQUEST	Vendor		0.00%
EAM VTA	EAM VTA Hoist 5000 GAL	$192,878.00	Vendor		0.00%
EXTENDED WARRANTY					
CARBCERT	CARB CERTIFICATION	$3,530.00	Factory		0.00%
3YR/300K	3 YEAR, 300,000 MILE WARRANTY ON MACK ENGINE PLAN 2 EXHAUST AFTER TREATMENT SYSTEM WITH MACK ENGINES UNDER 460HP	REQUEST	Factory		0.00%
5YR/300K	5 YEAR, 300,000 MILE WARRANTY ON MACK ENGINE PLAN 2 EXHAUST AFTER TREATMENT SYSTEM WITH MACK ENGINES UNDER 460HP	REQUEST	Factory		0.00%
5YR/400K	5 YEAR, 400,000 MILE WARRANTY ON MACK ENGINE PLAN 2 EXHAUST AFTER TREATMENT SYSTEM WITH MACK ENGINES UNDER 460HP	REQUEST	Factory		0.00%
5YR/150K-C	CUMMINS ISL9-G 5YR/150K	REQUEST	Factory		0.00%
TAG/TITLE					
TRANSFER	TRANSFER EXISTING REGISTRATION (MUST PROVIDE TAG NUMBER)	REQUEST	Vendor		0.00%
NEW	NEW STATE TAG (SPECIFY STATE, COUNTY, CITY, SHERIFF, ETC.)	REQUEST	Vendor		0.00%

Southern Sewer

Mr. David Gluckler
Nextran Truck Center
7151 Industrial Drive S
Riviera Beach, FL 33404
Email: dgluckler@nextrancorp.com

March 10, 2025

David:

Southern Sewer Equipment Sales is pleased to announce the opportunity for the Town of Lake Park to purchase a new Vac-Con Sewer Combination Cleaner Body.

The base Vac-Con model includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000
Three Stage Centrifugal Compressor Vacuum System Rated at 3500CFM @ 14.5 inches of mercury
Cyclone Separator
Transfer Case with Hydrostatic Vacuum Drive Hydrostatic Blower Drive
11 Yard 1/4" Corten Steel Debris Tank
Flat Style Rear door hydraulic door locks-including open/close
5" Butterfly Drain Valve with 10' Lay Flat Hose
Debris Tank Dumping: Minimum 50 degrees, Hydraulic Scissors Lift - Power Up/Down 60" Dump Height
Rear Bumper
Front Tow Hooks
Hinge Type Body Prop Permanently Mount Debris Body Prop
Debris Body Fushout-8 Jet
Automatic Vacuum Breaker with Float Arm Assembly / Level indicator and Overfill Protection
Behind Cab Boom Support and Bumper Mounted Docking Station
8" Vacuum Intake Hose
4 Way Hydraulic Boom with Clean Out, 270 Degree Rotation and Joystick Controls
Front Mounted 600' capacity (1" hose)- 180 Degree Hose reel with Outrigger Leg and Warning light
400' High Pressure Jet Rodder Hose
Two (2) Emergency Stop Button Locations: Operator Station and Mid-Body
Water Pump drive: Hydrostatic via FEPTO
60 GPM/ 2000 PSI Water Pump System
Water Pump Remote Oil Drain

1000 Gallon Capacity Cross-Linked Polyethylene Water Tanks
Full Length Steps on Lower Water Tanks for Maintenance Access
Water Tank Drain -1/4 Turn Ball Valve
Heavy Duty Manual Hose Rewind Guide with Dual Aluminum Rollers
Hose Guide (Tiger Tail)
10’ Leader Hose
20 GPM at 750 PSI Wash Down Hand Gun with 25' of Hose and Nozzle
Storage Box behind Cab 16” x 42” x 96”
1) each Sanitary and Penetrator Nozzles
Cooling Package-Air to Oil Heat Exchanger for Hydraulics and Transfer Case
Remote Lube Bank for Boom Rotator and Boom Lift Cylinders
20.5' x 8” Aluminum Intake Tubes (1-3', 1-5', 1-6', and 1-6.5' nozzle)
LED/ ICC lighting
Polyurethane and Textured Paint
5 lb. Fire Extinguisher
1) Set of Triangles
12 Month Standard Warranty
5 Year Debris Tank Warranty
10 Year Water Tank Warranty

Options:

Debris Body Options

Upgrade to 12 Yard Debris Tank
Rear Splash Guard Tank Mounted 2-10 O’clock Position
200 GPM Hydraulic Pump Off System with 20’ Lay Flat Hose, Rear Mounted

Boom Options

10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly

Hose Reel Options

600’ x 1” Hose Reel Capacity – DEDUCT
Articulating Hose Reel
Hose Footage Counter
500' Hose in lieu of 400'

Water System Options

Upgrade to 1300 Gallon Water Capacity
100' Capacity Retractable Hand Gun Hose Reel with 100' Hose
Centrifugal Compressor Fan Flush Out System

Lighting Options

2) LED Flood Lights with Limb Guards, Set of 2 – Locations: Boom & Mid-Body

1) LED Strobe Light with Limb Guard – Location: Rear Tank
LED Arrow Stick
4 Corner LED Strobe System
LED Strobe Lights, Frame Mounted Mid-Body, Set of 2
Electrical Options
Body Load Limit Alarm, Level Indicator
Rear Camera System with Color Monitor (includes 1 camera)
1) Additional Camera, Location: Front of Hose Reel
Low Water Alarm with Light
Miscellaneous Machine Options
Centrifugal Compressor Quiet Silencer, Stainless Steel Construction
Rear Mounted Tow Hooks
Remote Boom Grease Zerk Assembly
Remote Debris Tank Grease Zerk Assembly
Grease Assembly for Articulating Hose Reel
Pipe/Tool Storage
Lazy Susan Pipe Rack

TOTAL BODY PRICE: $412,839.00*

Final Model After Options: V312LHAN/1300

**This quote is valid for 30 days.*

Please feel free to contact Jordyn Brock at (772) 882-8931, if you have any questions.

Sincerely,

Sandy Augustin

Sandy Augustin
Sales Assistant

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Contract Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

NOTICE OF FINAL AWARD
CONTRACT FSA25-VEH23.0: Heavy Trucks

Date: October 1, 2025

To: All Prospective Bidders and Purchasers

From: Matt Dunagan, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Megan Taber, Cooperative Purchasing Program Director

Re: Contract Number FSA25-VEH23.0 Heavy Trucks: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Heavy Trucks. This contract is in effect beginning October 1, 2025, through September 30, 2027.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA25-VEH23.0 : Heavy Trucks. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis
- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor
- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

The competitive process for this award began in March of 2025, when FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding heavy truck and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on March 28, 2025, and within the Florida Administrative Register on March 28, 2025, and May 1, 2025.

From the ITB, 40 bidders completed the pre-bid process. Of these respondents, 34 submitted bids. 28 responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

- All Roads Kenworth, LLC.
- Altec Industries, Inc.
- Bachrodt FT, LLC. Dba Palmetto Ford of Miami
- Beck Chrysler Dodge Jeep

- Bozard Ford
- Broyhill Equipment, LLC.
- Container Systems & Equipment Co., Inc.
- Cumberland International Trucks of Florida
- DeLand Truck Center, Inc.
- Duval Ford, LLC.
- Florida Kenworth, LLC.
- Florida Transportation Systems, Inc.
- Kenworth of Jacksonville
- Matthews Bus Alliance, Inc.
- Model 1 Commercial Vehicles, Inc.
- Nextran Truck Centers
- Orlando Freightliner
- Ottawa Trucks Center, Inc.
- RDK Assets, Inc.
- Rechtien International Trucks
- Ring Power Corportation
- Rush Truck Centers of Florida, Inc.
- SBL Freightliner, LLC.
- Sun State International Trucks
- Tampa Truck Center
- Terradyne Armored Vehicles, Inc.
- The Peterbilt Store South Florida, LLC.
- Truckmax, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Awarded Vendor Contract Signature Pages

Docusign Envelope ID: 1BDB59CB-8F71-4ED9-9AF8-AB02E9489AE4

CONTRACT SIGNATURE FORM

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

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

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

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

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

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name All Roads Kenworth LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent mcrawford@allroadstrucks.com

Signature Signed by: Michael Crawford 5F3AF30D0BFB47B...

Date 9/27/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Altec Industries, Inc.

Business Address 210 Inverness Center Pkwy
Birmingham, AL 35242

Name of Authorized Agent Brooklyn Russell

Email address of authorized agent contractmanagement@altec.com

Signature Signed by: Brooklyn Russell EF524702A8584A8...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

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

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

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature Signed by: Charlie Rodgers 1C63450A9FFF413...

Date 9/26/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name BECK CHRYSLER DODGE JEEP

Business Address 256 HWY 17 NORTH PALATKA FL 32177

Name of Authorized Agent Brandy Sloan

Email address of authorized agent contractinfo@beckfleet.com

Signature Signed by: Brandy Sloan C989DAD713D6403...

Date 9/29/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bozard Ford Co

Business Address 540 Outlet Mall Blvd
St. Augustine, Fl 32084

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature Signed by: Jeff Young 95278DB5FBF54E7...

Date 9/26/2025

Docusign Envelope ID: 9C5DD57C-9DAA-4772-8EC7-DBB45E6FCE02

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Broyhill Equipment LLC

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

Name of Authorized Agent Tammy Steemken

Email address of authorized agent accounting@broyhill.com

Signature DocuSigned by: Tammy Steemken 1E71F74C01D940B...

Date 9/25/2025

CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

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

Business Address 506 Bellevue Av.
Daytona Beach, FL 32114

Name of Authorized Agent William Young

Email address of authorized agent byoung@containersys.com

Signature Signed by: William Young 55E2D5B724E54AD...

Date 9/25/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Cumberland International trucks of Florida LLC

Business Address 2110 S Division Ave, Orlando, FL 32805

Name of Authorized Agent Erick Creasey

Email address of authorized agent ecreasey@cltte.com

Signature Signed by: Erick Creasey DD0E592BC03848C...

Date 9/30/2025

Docusign Envelope ID: 720179C2-3AB4-462D-A82C-48C9175AB881

CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name DeLand Truck Center, inc.

Business Address 1208 South Woodland Blvd
DeLand Florida, 32720

Name of Authorized Agent Howard Williams

Email address of authorized agent howardwilliams@cfl.rr.com

Signature Signed by: Howard Williams A538AF2AA03F479...

Date 9/29/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Duval Ford llc

Business Address 405 Lane Ave North; Jacksonville, FL 32254

Name of Authorized Agent Richard Tackett

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

Signature DocuSigned by: Richard Tackett F167A39DD605483...

Date 9/25/2025

Docusign Envelope ID: 2EB6E249-1588-4F6F-B9AE-757FAB8B5E11

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Kenworth, LLC

Business Address 1800 N. Orange Blossom Trail
Orlando, FL 32804

Name of Authorized Agent Ryan Van Wolvelaere

Email address of authorized agent ryan.vanwolvelaere@csmtruck.com

Signature Signed by: Ryan Van Wolvelaere 36C08D507A9C445...

Date 9/26/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Transportation Systems

Business Address 6041 Orient Road Tampa, FL 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature DocuSigned by: Robert Frick 027BAE08445744C...

Date 9/25/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Kenworth of Jacksonville

Business Address 1121 Suemac Rd
Jacksonville, FL 32254

Name of Authorized Agent Ed Costello

Email address of authorized agent edcostello@kwjax.com

Signature Signed by: Ed Costello 8843C7BDF08B4DE...

Date 9/25/2025

Docusign Envelope ID: E3D4CAC4-0E4A-4941-B275-933AD8824316

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Matthews Bus Alliance, Inc.

Business Address 4802 W. Colonial Drive
Orlando, FL 32808

Name of Authorized Agent Lori Matthews

Email address of authorized agent bids@matthewsbusesflorida.com

Signature Signed by: Lori Matthews D8B27CB3FE9041A...

Date 9/25/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 9225 Priority Way W Dr, Suite 300
Indianapolis, IN 46240

Name of Authorized Agent Jason Spore

Email address of authorized agent biddepartment@creativebussales.com

Signature Signed by: Jason Spore 8DC5A6ED5A194FC...

Date 9/29/2025

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street, Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent aabatecola@nextranusa.com

Signature Signed by: Anthony Abatecola 161F88AF22474AB...

Date 9/25/2025

Docusign Envelope ID: 0DE64D27-2C2D-4D47-B8D7-F7553809B90D

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Orlando Freightliner

Business Address 2455 So. Orange Blossom Trail
Apopka Fl., 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature Signed by: Bob Scharpnick 927292C6461D433...

Date 9/25/2025

Docusign Envelope ID: 080850FF-8391-425C-9C19-2FD4B65B8458

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Ottawa Trucks Center Inc.

Business Address 7227 NW 74th Ave Miami, FL 33166

Name of Authorized Agent Peter Albanese

Email address of authorized agent palbanese@rechtien.com

Signature Signed by: F3DE28A8522146A...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name The Peterbilt Store South Florida LLC

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

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature Signed by: Andy Hallums E30E7B0B833F4F7...

Date 9/25/2025

Docusign Envelope ID: A3C7C0A2-CB69-4CAC-9730-B663A525C843

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RDK Assets Inc

Business Address 3214 E Adamo Dr
Tampa, FL 33605

Name of Authorized Agent Richard Kemner

Email address of authorized agent craigchown@gmail.com

Signature Signed by: Richard Kemner DC78FC7049394D7...

Date 9/28/2025

Docusign Envelope ID: 3E3B90BB-97EE-44F1-81F2-790AA52F955F

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS

Business Address 7227 NW 74th Ave., Miami, FL 33166

Name of Authorized Agent CARLOS CORREA

Email address of authorized agent ccorrea@rechtien.com

Signature Signed by: 594602F83AF74C1...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Rush Truck Centers of Florida

Business Address 8111 E Adamo Dr. Tampa, FL 33619

Name of Authorized Agent Paul Canadine

Email address of authorized agent canadinep@rushenterprises.com

Signature DocuSigned by: Paul Canadine CD8E6988C97C4C1...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name SBL Freightliner LLC

Business Address 2840 Center Port Circle Pompnao Beach FL 33064

Name of Authorized Agent Don Maher

Email address of authorized agent dmaher@freightlinerfl.com

Signature Signed by: Don Maher 85B56C3FDE584D2...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Sun State International Trucks, LLC

Business Address 6020 Adamo Dr., Tampa, FL, 33619

Name of Authorized Agent Dave Metcalf

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

Signature DocuSigned by: Dave Metcalf 2F23AD89B486452...

Date 9/28/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301N, Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature DocuSigned by: Scott Endris B3E8BDDFD011418...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Terradyne Armored Vehicles Inc.

Business Address 1-402 Mulock Drive, Newmarket, Ontario, L3Y 9B8

Name of Authorized Agent Lucus Witzke

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

Signature DocuSigned by: Lucus Witzke 045391049B324AD...

Date 9/25/2025

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FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Truckmax, inc.

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

Name of Authorized Agent Gil Chez

Email address of authorized agent GCHEZ@TRUCKMAX.COM

Signature Signed by: Gil Chez FBD79737C2A8444...

Date 9/25/2025

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses
Final Award Report

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, BYD/RIDE, The Achiever, The Achiever

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 2, Endera, B-Series, B-Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

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

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 4, Bluebird, Vision Electric, Vision Electric

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 5, BYD/RIDE, The Creator, The Creator

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 7, BYD/RIDE, The Dreamer, Type D Electric School Bus

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 8, Endera, B-Series, B-Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$119,274.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$119,174.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$119,174.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$119,274.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 10, Starcraft, Allstar, Allstar

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 11, StarTrans, The Senator II, Senator SII 22

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 12, Bluebird, Vision, Vision

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$160,751.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$160,651.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$160,651.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$160,751.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 13, Starcraft, Allstar, Allstar

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 14, StarTrans, The Senator II HD, Senator HD 28

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$170,017.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$169,807.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$170,017.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$170,042.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 15, Bluebird, T3RE, T3RE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$192,676.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$192,576.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$192,576.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$192,676.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 16, Bluebird, T3FE, T3FE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$174,229.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$174,129.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$174,129.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$174,229.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 17, Kenworth, T680E, T680E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$346,360.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$503,450.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$503,450.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 18, Peterbilt, 579EV, 579EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$439,750.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 19, Volvo, VNR Electric, VNRe

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Northern	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Central	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Southern	Primary	Nextran Truck Centers	$387,681.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 20, International, EMV, MV60E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$283,750.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$283,000.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$283,000.00 $283,820.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$283,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 21, Mack, MD7 Electric, MDe7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Northern	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Central	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Southern	Primary	Nextran Truck Centers	$248,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 22, Battle Motors, Striker EV, Striker EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 23, Isuzu, NPR-HD, N3F1

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$57,920.00	Build	Options
	Alternate	Nextran Truck Centers	$62,770.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 24, Ford, F-550 Crew Cab, W5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,232.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,932.00	Build	Options
	Alternate	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,015.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,250.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 25, Ford, F-550 Regular Cab, F5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$60,858.00	Build	Options
	Alternate	Duval Ford LLC	$61,073.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,109.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,809.00	Build	Options
	Alternate	BOZARD FORD	$60,858.00	Build	Options
	Alternate	Duval Ford LLC	$60,863.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,709.00	Build	Options
	Alternate	BOZARD FORD	$60,993.00	Build	Options
	Alternate	Duval Ford LLC	$61,073.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,709.00	Build	Options
	Alternate	BOZARD FORD	$60,993.00	Build	Options
	Alternate	Duval Ford LLC	$61,098.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 26, Ford, F-550 Super Cab, X5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$62,229.00	Build	Options
	Alternate	Duval Ford LLC	$62,452.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,476.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,176.00	Build	Options
	Alternate	BOZARD FORD	$62,229.00	Build	Options
	Alternate	Duval Ford LLC	$62,242.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,076.00	Build	Options
	Alternate	BOZARD FORD	$62,367.00	Build	Options
	Alternate	Duval Ford LLC	$62,452.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,076.00	Build	Options
	Alternate	BOZARD FORD	$62,367.00	Build	Options
	Alternate	Duval Ford LLC	$62,477.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 27, Ford, F-600 Super Cab, F6K

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$62,371.00	Build	Options
	Alternate	Duval Ford LLC	$62,596.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,618.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,318.00	Build	Options
	Alternate	BOZARD FORD	$62,371.00	Build	Options
	Alternate	Duval Ford LLC	$62,386.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,218.00	Build	Options
	Alternate	BOZARD FORD	$62,509.00	Build	Options
	Alternate	Duval Ford LLC	$62,596.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,218.00	Build	Options
	Alternate	BOZARD FORD	$62,509.00	Build	Options
	Alternate	Duval Ford LLC	$62,621.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 28, International, CV, 515

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$69,650.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$68,900.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$68,825.00 $68,900.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$69,660.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 29, Kenworth, T180, T180

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Kenworth of Jacksonville Florida Kenworth, LLC	$95,459.00 $95,939.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$90,939.00 $94,890.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$90,939.00 $94,890.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 30, Peterbilt, 535, 535

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$104,969.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 31, Ram, 5500 Crew Cab Chassis 4x2 (173.4" WB - CA of 60"), DP5L93

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,035.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 32, Ram, 5500 Crew Cab Chassis 4x2 (197.4" WB - CA of 84"), DP5L94

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 33, Ram, 5500 Regular Cab Chassis 4x2 (144.5" WB - CA of 60"), DP5L63

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Southern					

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 34, Ram, 5500 Regular Cab Chassis 4x2 (168.5" WB - CA of 84"), DP5L64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,160.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 35, Ram, 5500 Regular Cab Chassis 4x2 (192.5" WB - CA of 108"), DP5L65

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$58,935.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 36, Ram, 5500 Regular Cab Chassis 4x2 (204.5" WB - CA of 120"), DP5L66

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$59,124.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 37, Ford, F-550 Crew Cab, W5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$67,180.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,415.00	Build	Options
	Alternate	Duval Ford LLC	$67,437.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,115.00	Build	Options
	Alternate	BOZARD FORD	$67,180.00	Build	Options
	Alternate	Duval Ford LLC	$67,227.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,015.00	Build	Options
	Alternate	BOZARD FORD	$67,329.00	Build	Options
	Alternate	Duval Ford LLC	$67,437.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,015.00	Build	Options
	Alternate	BOZARD FORD	$67,329.00	Build	Options
	Alternate	Duval Ford LLC	$67,462.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 38, Ford, F-550 Regular Cab, F5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,749.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,449.00	Build	Options
	Alternate	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,528.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,763.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 39, Ford, F-550 Super Cab, X5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$65,728.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,966.00	Build	Options
	Alternate	Duval Ford LLC	$65,975.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,666.00	Build	Options
	Alternate	BOZARD FORD	$65,728.00	Build	Options
	Alternate	Duval Ford LLC	$65,765.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,566.00	Build	Options
	Alternate	BOZARD FORD	$65,873.00	Build	Options
	Alternate	Duval Ford LLC	$65,975.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,566.00	Build	Options
	Alternate	BOZARD FORD	$65,873.00	Build	Options
	Alternate	Duval Ford LLC	$66,000.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 40, Ford, F-600 Regular Cab, F6L

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$65,020.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,260.00	Build	Options
	Alternate	Duval Ford LLC	$65,262.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,960.00	Build	Options
	Alternate	BOZARD FORD	$65,020.00	Build	Options
	Alternate	Duval Ford LLC	$65,052.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,860.00	Build	Options
	Alternate	BOZARD FORD	$65,163.00	Build	Options
	Alternate	Duval Ford LLC	$65,262.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,860.00	Build	Options
	Alternate	BOZARD FORD	$65,163.00	Build	Options
	Alternate	Duval Ford LLC	$65,287.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 41, International, CV, 515

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$73,445.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$72,695.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$72,695.00 $72,755.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$73,600.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 42, Ram, 5500 Crew Cab Chassis 4x4 (173.4" WB - CA of 60"), DP0L93

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$65,556.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 43, Ram, 5500 Crew Cab Chassis 4x4 (197.4" WB - CA of 84"), DP0L94

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$65,468.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 44, Ram, 5500 Regular Cab Chassis 4x4 (144.5" WB - CA of 60"), DP0L63

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,934.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 45, Ram, 5500 Regular Cab Chassis 4x4 (168.5" WB - CA of 84"), DP0L64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,993.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 46, Ram, 5500 Regular Cab Chassis 4x4 (192.5" WB - CA of 108"), DP0L65

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,182.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 47, Ram, 5500 Regular Cab Chassis 4x4 (204.5" WB - CA of 120"), DP0L66

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,517.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 48, Battle Motors, Striker, Striker

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Northern	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Central	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Southern	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 49, Isuzu, FTR Chassis, MT1/G1

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$84,257.00	Build	Options
	Alternate	Nextran Truck Centers	$91,644.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$84,257.00	Build	Options
	Alternate	Nextran Truck Centers	$91,644.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$84,257.00	Build	Options
	Alternate	Nextran Truck Centers	$91,644.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$84,257.00	Build	Options
	Alternate	Nextran Truck Centers	$91,644.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 50, Kenworth, K270, K270

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$97,639.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$113,900.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$113,900.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 51, Ford, F-650 Regular Cab, F6D

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$68,466.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,505.00	Build	Options
	Alternate	Duval Ford LLC	$69,434.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,405.00	Build	Options
	Alternate	BOZARD FORD	$68,466.00	Build	Options
	Alternate	Duval Ford LLC	$69,225.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,305.00	Build	Options
	Alternate	BOZARD FORD	$68,618.00	Build	Options
	Alternate	Duval Ford LLC	$69,296.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,305.00	Build	Options
	Alternate	BOZARD FORD	$68,618.00	Build	Options
	Alternate	Duval Ford LLC	$69,434.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 52, Freightliner, M2, 106

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	$81,500.00	Build	Options
	Alternate	Tampa Truck Center	$83,987.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	$81,900.00	Build	Options
	Alternate	Tampa Truck Center	$83,987.00	Build	Options
Central	Primary	SBL Freightliner, LLC	$81,900.00	Build	Options
	Alternate	Tampa Truck Center	$83,987.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$81,400.00	Build	Options
	Alternate	Tampa Truck Center	$83,987.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 53, Hino, L6, L6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Nextran Truck Centers	$83,416.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Nextran Truck Centers	$83,416.00	Build	Options
	Alternate	Florida Kenworth, LLC	$86,924.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Florida Kenworth, LLC	$81,924.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Florida Kenworth, LLC	$81,924.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 54, International, MV, 607

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$86,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$85,500.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$85,500.00 $86,464.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$86,750.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 55, Kenworth, T280, T280

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$96,768.00 $98,829.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,768.00 $94,944.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,768.00 $94,944.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 56, Mack, MD6, MD6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Northern	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Central	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Southern	Primary	Nextran Truck Centers	$84,931.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 57, Peterbilt, 536, 536

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$100,850.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 58, Ford, F-750 Regular Cab, F7D

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$70,099.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,133.00	Build	Options
	Alternate	Duval Ford LLC	$71,072.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,033.00	Build	Options
	Alternate	BOZARD FORD	$70,099.00	Build	Options
	Alternate	Duval Ford LLC	$70,863.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,933.00	Build	Options
	Alternate	BOZARD FORD	$70,254.00	Build	Options
	Alternate	Duval Ford LLC	$70,934.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,933.00	Build	Options
	Alternate	BOZARD FORD	$70,254.00	Build	Options
	Alternate	Duval Ford LLC	$71,072.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 59, Freightliner, M2, 106

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	Orlando Freightliner	$85,150.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Northern	Primary	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	Orlando Freightliner	$84,688.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Central	Primary	Orlando Freightliner	$83,688.00	Build	Options
	Alternate	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$83,400.00	Build	Options
	Alternate	Orlando Freightliner	$84,250.00	Build	Options
	Alternate	Tampa Truck Center	$84,788.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 60, Hino, L7, L7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Nextran Truck Centers	$85,433.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Nextran Truck Centers	$85,433.00	Build	Options
	Alternate	Florida Kenworth, LLC	$88,582.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Florida Kenworth, LLC	$83,582.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Florida Kenworth, LLC	$83,582.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 61, International, MV, 607

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$87,700.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$86,950.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$86,950.00 $87,875.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$87,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 62, Kenworth, T380, T380

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$96,578.00 $98,845.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,578.00 $95,890.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,578.00 $95,890.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 63, Kenworth, T480, T480

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$103,763.00 $106,430.00	Build Build	Options Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$96,990.00 $98,763.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$96,990.00 $98,763.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 64, Mack, MD7, MD7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Northern	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Central	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Southern	Primary	Nextran Truck Centers	$90,294.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 65, Peterbilt, 537, 537

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$101,135.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 66, Western Star, 47X, 47X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$117,655.00	Build	Options
	Alternate	Orlando Freightliner	$118,473.00	Build	Options
Northern	Primary	Tampa Truck Center	$118,200.00	Build	Options
	Alternate	Orlando Freightliner	$118,473.00	Build	Options
Central	Primary	Orlando Freightliner	$117,473.00	Build	Options
	Alternate	Tampa Truck Center	$118,200.00	Build	Options
Southern	Primary	Orlando Freightliner	$118,473.00	Build	Options
	Alternate	Tampa Truck Center	$118,888.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 67, Freightliner, M2, 114SD

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$116,200.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Northern	Primary	Tampa Truck Center	$116,400.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Central	Primary	Orlando Freightliner	$115,917.00	Build	Options
	Alternate	Tampa Truck Center	$116,400.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$115,600.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	Tampa Truck Center	$116,950.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 68, International, HV, 615

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$128,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$127,500.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$127,500.00 $127,619.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$127,650.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 69, International, HX, 620F

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$139,650.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$138,900.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$138,900.00 $138,995.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$138,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 70, Kenworth, T880, T880

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$140,831.00 $141,931.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$135,831.00 $144,205.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$135,831.00 $144,205.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 71, Mack, AP or G Series, AP or G Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Northern	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Central	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Southern	Primary	Nextran Truck Centers	$142,462.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 72, Peterbilt, 567, 567

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$156,075.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 73, Volvo, V Series, V Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$115,309.00	Build	Options
	Alternate	Nextran Truck Centers	$128,156.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$115,309.00	Build	Options
	Alternate	Nextran Truck Centers	$128,156.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$115,309.00	Build	Options
	Alternate	Nextran Truck Centers	$128,156.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$115,309.00	Build	Options
	Alternate	Nextran Truck Centers	$128,156.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 74, Western Star, 47X, 47X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$136,800.00	Build	Options
	Alternate	Orlando Freightliner	$137,337.00	Build	Options
Northern	Primary	Tampa Truck Center	$137,100.00	Build	Options
	Alternate	Orlando Freightliner	$137,337.00	Build	Options
Central	Primary	Orlando Freightliner	$136,337.00	Build	Options
	Alternate	Tampa Truck Center	$137,100.00	Build	Options
Southern	Primary	Orlando Freightliner	$137,337.00	Build	Options
	Alternate	Tampa Truck Center	$138,200.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 75, Freightliner, M2, 112

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$109,555.00	Build	Options
	Alternate	Orlando Freightliner	$110,191.00	Build	Options
	Alternate	SBL Freightliner, LLC	$110,900.00	Build	Options
Northern	Primary	Tampa Truck Center	$110,300.00	Build	Options
	Alternate	Orlando Freightliner	$110,541.00	Build	Options
	Alternate	SBL Freightliner, LLC	$111,500.00	Build	Options
Central	Primary	Orlando Freightliner	$109,541.00	Build	Options
	Alternate	Tampa Truck Center	$110,300.00	Build	Options
	Alternate	SBL Freightliner, LLC	$110,900.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$109,200.00	Build	Options
	Alternate	Orlando Freightliner	$110,191.00	Build	Options
	Alternate	Tampa Truck Center	$110,888.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 76, International, HV, 615

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$125,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$124,500.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$124,428.00 $124,500.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$124,650.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 77, International, HX, 620F

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$137,550.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$136,800.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$136,697.00 $136,800.00	Build Build	 Options
Southern	Primary	Rechtien International Trucks	$136,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 79, Kenworth, T880, T880

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$137,984.00 $141,410.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$132,984.00 $138,190.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$132,984.00 $138,190.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 80, Mack, AP or G Series, AP or G Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Northern	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Central	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Southern	Primary	Nextran Truck Centers	$151,453.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 81, Peterbilt, 5671, 5671

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$150,755.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 82, Volvo, V Series, V Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options
Northern	Primary	Nextran Truck Centers	$137,554.00	Build	Options
Central	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options
Southern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 83, Western Star, 49X, 49X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$133,855.00	Build	Options
	Alternate	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$140,950.00	Build	Options
Northern	Primary	Tampa Truck Center	$134,400.00	Build	Options
	Alternate	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$140,950.00	Build	Options
Central	Primary	Orlando Freightliner	$133,791.00	Build	Options
	Alternate	Tampa Truck Center	$134,400.00	Build	Options
	Alternate	SBL Freightliner, LLC	$139,950.00	Build	Options
Southern	Primary	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$134,950.00	Build	Options
	Alternate	Tampa Truck Center	$135,688.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 84, Battle Motors, Raider EV, Raider EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 85, Kenworth, L770E, L770E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$448,625.00 $475,550.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$443,625.00 $534,360.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$443,625.00 $534,360.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 86, Mack, Mack LR Electric, Lre

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Northern	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Central	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Southern	Primary	Nextran Truck Centers	$471,351.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 87, Peterbilt, 520EV, 520EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$475,451.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 88, Autocar, ACX64, ACX64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$213,989.00	Build	Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami Florida Kenworth, LLC	$211,989.00 $214,787.00	Build Build	Options Options
Central	Primary	Florida Kenworth, LLC	$209,787.00	Build	Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami Florida Kenworth, LLC	$205,989.00 $209,787.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 89, Battle Motors, Raider, Raider

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Northern	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Central	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Southern	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 90, Kenworth, L770, L770

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Kenworth of Jacksonville Florida Kenworth, LLC	$195,251.00 $208,351.00	Build Build	Options Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$194,194.00 $203,351.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$194,194.00 $203,351.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 91, Mack, TE Series, TE Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Northern	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Central	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Southern	Primary	Nextran Truck Centers	$196,167.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 92, Peterbilt, 520, 520

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$209,749.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

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

Item: 93, Broyhill, TD3.6, TD3.6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Central	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

Item: 94, Chemical Containers, Inc., 1,025 Gallon Right of Way Spray Truck, CCI1025ROW

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$182,065.00	Build	
Northern	Primary	BOZARD FORD	$182,065.00	Build	
Central	Primary	BOZARD FORD	$182,065.00	Build	
Southern	Primary	Rechtien International Trucks	$147,760.00	Build	Options
	Alternate	The Peterbilt Store South Florida LLC	$174,000.00	Build	Options
	Alternate	BOZARD FORD	$182,065.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 95, Ford/IAG, Sentinel, ARV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$338,326.00	Build	Options
Northern	Primary	Duval Ford LLC	$336,926.00	Build	Options
Central	Primary	Duval Ford LLC	$337,299.00	Build	Options
Southern	Primary	Duval Ford LLC	$338,552.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 96, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	$245,058.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	$245,058.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	$245,553.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	$246,047.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 98, Capacity, TJ, 5000

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Central	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Southern	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 99, Kalmar Ottawa, T2, 71056

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,675.00	Build	Options
Northern	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,425.00	Build	Options
Central	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,775.00	Build	Options
Southern	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,975.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 100, Kalmar Ottawa, T2 4x2 Offroad, 71055

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,295.00	Build	Options
Northern	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,045.00	Build	Options
Central	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,395.00	Build	Options
Southern	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,495.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 101, Tico, Pro-Spotter, Pro-Spotter

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$158,242.00	Build	Options
Northern	Primary	Tampa Truck Center	$158,242.00	Build	Options
Central	Primary	Tampa Truck Center	$158,242.00	Build	Options
Southern	Primary	Tampa Truck Center	$158,242.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

Item: 102, Altec, DM47, DM47

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Northern	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Central	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Southern	Primary	Altec Industries, Inc.	$332,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

Item: 103, Terex, Commander 4047, Commander 4047

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$312,355.00	Build	
Northern	Primary	Ring Power Corporation	$312,355.00	Build	
Central	Primary	Ring Power Corporation	$312,355.00	Build	
Southern	Primary	Ring Power Corporation	$312,355.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

Item: 104, Altec, AA55, AA55

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Northern	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Central	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Southern	Primary	Altec Industries, Inc.	$295,491.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

Item: 105, Terex, TC55 Optima, TC55 Optima

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$274,718.00	Build	
Northern	Primary	Ring Power Corporation	$274,718.00	Build	
Central	Primary	Ring Power Corporation	$274,718.00	Build	
Southern	Primary	Ring Power Corporation	$274,718.00	Build	

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses
How to Order

How to Purchase

Agency identifies a need

Identify item needed

Are there special things needed for the item (options)?

Find item on contract

Contact awarded vendors to request a quote

Vendor provides quote to purchaser

Purchase issues purchase order to vendor

Purchaser selects which vendor they will order from.

Vendor orders item

Vendor will provide an estimated delivery timeframe

Item delivered

Pay vendor

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Terms and Conditions

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

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

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM 13
1.29 FINANCIAL RESPONSIBILITY 14
1.30 QUALITY AND SAFETY 14
1.31 NONCONFORMANCE 14
1.32 GRATUITIES 15
1.33 TIE BIDS 15
1.34 RIGHT TO AUDIT 15
1.35 LICENSES AND PERMITS 16
1.36 PERFORMANCE BONDS 16
1.37 ELIMINATION FROM CONSIDERATION 16
1.38 INDEPENDENT PREPARATION 16
1.39 DEFAULT 17
1.40 PROTESTS AND ARBITRATION 17
1.41 NONPERFORMANCE 18
1.42 SEVERABILITY 19
1.43 TERMINATION FOR CAUSE 19
1.44 TERMINATION WITHOUT CAUSE 19
1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO 19
2.0 BIDDER INSTRUCTIONS 21
2.01 QUALIFICATION 21
2.02 LICENSING AND FACILITIES 21
2.03 INSURANCE AND INDEMNIFICATION 21
2.04 SPECIFICATIONS 23
2.05 SEALED BIDS 24
2.06 MISTAKES 24
2.07 EXCEPTIONS 24
2.08 EQUIVALENTS 24
2.09 MANDATORY PRE-BID MEETING 24
2.10 PRICES QUOTED 25
2.11 OPTION PRICING 25
2.12 BID SUBMISSION 26

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

2.13 ZONE BIDDING 27
2.14 EXECUTION OF BID 27
2.15 MODIFICATION OR WITHDRAWALS OF BIDS 27
2.16 LATE BIDS 27
2.17 BID OPENING 27
2.18 DETERMINATION OF RESPONSIVENESS 28
2.19 RESPONSIBLE BIDDER CRITERIA 28
2.20 BASIS FOR AWARD 28
2.21 BID TABULATIONS 29
2.22 MINOR IRREGULARITIES/RIGHT TO REJECT 29
2.25 CONE OF SILENCE 29
3.0 CONTRACT CONDITIONS 30
3.01 GENERAL REQUIREMENTS 30
3.02 STATEMENT OF AUTHORITY 30
3.03 VENDOR CONTACT INFORMATION 30
3.04 ADDITIONS OR DELETIONS 30
3.05 CONTRACT EXTENSION 30
3.06 PRICE ADJUSTMENT 31
3.07 CONDITIONS 31
3.08 PRODUCTION CUTOFF 31
3.09 FACILITIES 32
3.10 CAB AND CHASSIS PURCHASES 32
3.11 FACTORY-INSTALLED OPTIONS 32
3.12 VENDOR-INSTALLED OPTIONS 32
3.13 NON-SCHEDULED OPTIONS 32
3.14 FORCE MAJEURE 33
3.15 PARTS 33
3.16 PURCHASE ORDERS 33
3.17 REGISTRATION, TAG, AND TITLE 34
3.18 DELIVERY 34
3.19 INSPECTION AND ACCEPTANCE 35

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

3.20 INVOICING AND PAYMENTS 35
3.23 WARRANTY 35
3.24 QUARTERLY REPORTS 35
3.25 ADMINISTRATIVE FEE 36
3.26 LIQUIDATED DAMAGES 37
Appendix A: Zone Map 38
Appendix B. Bid Calendar 39
Appendix C: ACH Payments 40
Appendix D: Federal Clauses 41

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

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

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

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

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

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

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

1.06 FUNDING

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

1.07 CURRENCY

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

1.08 GENERAL DEFINITIONS

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

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
   a. Manufacturer's Computer Printouts
   b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
   c. Manufacturer's Annual U.S. Price Book
   d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this Contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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

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

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

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

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

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

1.11 PATENTS & ROYALTIES

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

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

1.12 FEDERAL AND STATE STANDARDS

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

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

1.13 UNDERWRITERS' LABORATORIES

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

1.14 AMERICANS WITH DISABILITIES ACT

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

1.15 REASONABLE ACCOMMODATION

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

1.16 DISADVANTAGED BUSINESSES

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

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

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

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

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

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

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

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

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

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

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

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

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

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

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

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

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

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

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

1.23 CLARIFICATION AND ADDENDA

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

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

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

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to: failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to

which FSA CPP is entitled, according to Section 3.25, and any attorneys' fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate the Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission include:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the Contract, unless otherwise provided in the Contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the Contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

2.12 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.17 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.22, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.20 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide, the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the Contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for Contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this Contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

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

3.10 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment Manufacturer ("OEM") and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.12 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA may terminate the Contract in accordance with these Terms and Conditions.

3.13 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.15 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a confirmation of order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.17 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.18 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and Purchase Order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the purchaser, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.19 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

3.23 WARRANTY

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

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

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

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from Contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

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

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's quarterly report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

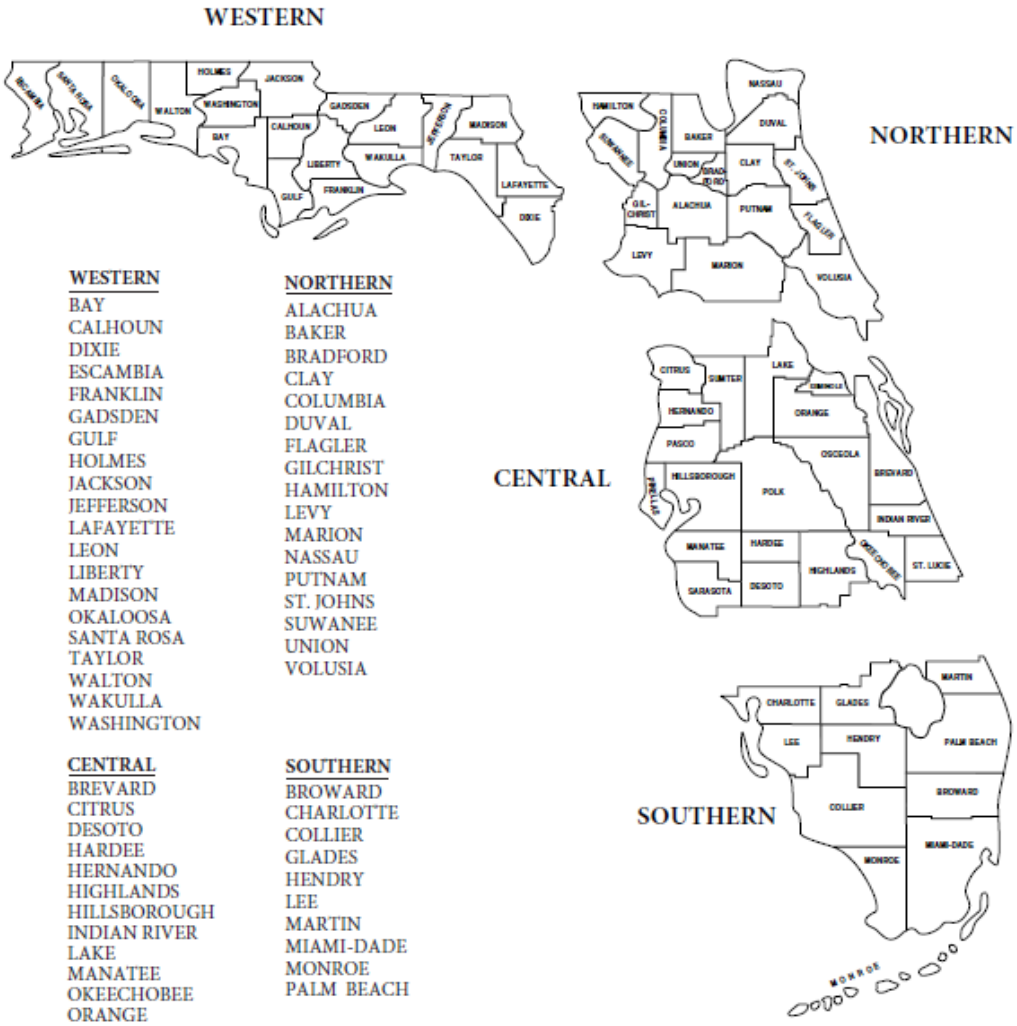
Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Contract Terms and Conditions

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded Purchase Orders, Vendors must comply with the following provisions upon award of a federally funded Purchase Order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 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. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Base Specifications

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Item Groups Summary 2
Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis 4
Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis 5
Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis 6
Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis 7
Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis 8
Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis 9
Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis 10
Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor 11
Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2 12
Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2 13
Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2 14
Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4 15
Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2 16
Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2 17
Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6 18
Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6 19
Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab 20
Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab 21
Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only) 22
Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only) 23
Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck 24
Tactical Armored Vehicle 25
Terminal Tractor 26
Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit 27
Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick 29
Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device 32

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning.
When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

Buses

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Cab and Chassis Trucks

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor

Turn-Key Trucks

- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit**
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick**
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device**

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

- Outriggers: A frame outriggers, swivel type stabilizer pads, 6 in club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50’, ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity’s requirements
- Upper Controls: Single stick type w/ enable, engine stop/start, platform leveling, platform tilt, on demand throttle disable
- Lower Controls: Platform tilt, individual boom controls located at turntable, winch control, throttle disable, upper/lower platform disable, engine start/stop
- Outrigger Controls: Located at rear, each side for view of outrigger placement, outrigger interlock, controls for auxiliary tool outlets, motion alarm, remote engine stop/start
- Auxiliary Letdown: For emergency descent of boom, electric 12 volt, pedestal control
- Color: White, matching truck and mounted body

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

FSA Item Group Description

- Engine: 200 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.
- Tilt cab only

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

FSA Item Group Description

- Engine: 250 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 25,000 lbs.
- Tilt cab only

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Tactical Armored Vehicle

FSA Item Group Description

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Terminal Tractor

FSA Item Group Description

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be completely plumbed and tested, and ready to work when delivered.

FSA Item Group Description:

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted 1,000 gal ROW spray unit
- Engine: Diesel engine, Turbocharged
- GVWR: 19,500 lbs.
- Transmission: Automatic
- Suspension: 19,500 lbs. heavy duty suspension, w/ stabilizer bars front and rear
- Frame: Heavy duty frame
- Wheelbase: 193”, CA 108”
- Steering: Power steering
- Brakes: ABS, manufacturers standard brake system
- Wheels: Painted steel wheels 19.5, hub piloted
- Tires: 225/70R x 19.5 tires, on road/off road traction type on rear axle
- Chassis Equipment: Tow hooks on front, 40 gal fuel tank, steel front bumper, mudflaps, backup alarm
- Cab Exterior: Tow type mirrors, w/ convex spot mirrors, tinted glass
- Cab Interior: Electric windows and electric door locks, A/C and heater, vinyl bench seat, rubber flooring, gauge package, AM/FM radio, intermittent windshield wipers, tilt/telescope steering
- Color: Factory bright white

Mounted Body

- Mounted Body: Aluminum, flatbed type, welded body w/ expanded metal headache rack, approximately 96” x 186”, 36” aluminum locking tool box
- Lighting: All LED DOT lighting, strobe lights
- Tank: 1,025 gal polyethylene tank, approximately 49” diameter x 139” length x 16” manway, horizontal leg type, adjustable tank mix jet agitation, 2” overhead ground fill w/ camlock and valve
- Mix Tank: 10 gal polyethylene mix tank, inductor tank for loading chemicals into main tank from the ground
- Eyewash/Handwash Tank: 20 gal, 12 volt pump
- Hose reel: 300’ capacity of ½” agricultural hose, electric rewind, roller guides, JD-9 spray gun and hose included
- Pump: Honda GX-390, electric start engine, Hypro 9263C-C-SP self-priming centrifugal pump, 12 volt clutch, 122 GPM max, 156 PSI max, 1 ¼” outlet, 1 ½” inlet
- Spray Head: 5-section spray head, pivoting type from passenger side to drivers side, manual extension, power tilt, bottom spray nozzles, 5’, 10’, 20’, and 30’ spray swaths
- In Cab Controls: In cab controls for 5-section spray boom, pump pressure, strobe lights, tilt

control, pump clutch, pump start/stop

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

FSA Item Group Description

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted Terex Commander 4047 Digger Derrick Device, or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDS w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube, oil cooler
- Front Driving Axle: 14,000 lbs. front drive axle w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver-controlled differential lock
- Frame: Frame yield 50,000 psi , RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering w/ see-through reservoir
- Brakes: ABS air brakes w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains, w/ air connections, glad hands at rear of truck frame for trailers, trailer brake controller mounted in truck cab
- Front Suspension: 12,000 lbs., shock absorbers
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, front mudflaps
- Cab Exterior: air cab mounting, grab handles, air horn, heated west coast mirrors w/ convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

Mounted Body

- Mounted Body: standard manufacturers line body, approximately 174” long x 46” high x 94” wide
- Compartment Sizes:
    - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18” high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical

compartment approximately 24” wide x 46” wide x 18” deep
  - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18”deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/nonskid, adjustable shelves w/ dividers and lighting in all compartments
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles,
- Outrigger pad holders, wheel chocks storage, included in compartmentation
- Body Floor: painted w/nonskid, cargo tiedowns
- Hydraulic hose reel installed on body
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

Approximate Digger/Derrick Device Capacities and Dimensional Data

- Sheave Height: Intermediate boom extended 38.6’ maximum elevation; w/ upper boom extended 47.4’ maximum elevation
- Load Radius: 28.5’ from c/l of rotation at 0 degree w/ intermediate boom extended; 37.5’ from c/l of rotation at 0 degree w/ upper boom extended
- Lift Capacities: Maximum elevation 24,750 lbs. w/ all booms retracted; at 10’ radius 11,000 lbs.
- Work Zone Capacities: Median digging radius 20.5’; digging capacity at median radius 2,542 lbs.; lift capacity at median radius 4,524 lbs.
- Elevation: +80 degrees above horizontal to -20 degrees below horizontal
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Turntable Winch: Transferable pole buddy assembly (from intermediate boom to upper boom), 15,000 lbs. winch bare drum capacity, worm gear type, hydraulic counterbalance valve, two block
- Pole Guide: Installed on transferable pole buddy assembly, interlock system
- Pole Claw: Circular design for up to 23” in diameter
- 2-Speed Digger: 12,000 ft/lbs., hydraulic shift, planetary type
- LH Auger Storage and Digger Hanger: Box section type, hydraulic auger release, self-latching auger catch, stowage bracket, nylon strap for auger rollup, digger storage protection to protect auger storage cable
- Auger: 18” diameter, 104” length, carbide tooth, 2-5/8” solid hex type w/adjustment holes, rollup dish
- Hydraulic system: Open center type, permanent type hose fittings, 50 gal reservoir, relief valves protection for all derrick, digger and winch circuits, automatic Load Limiter Overload Protection to disable functions in an overload condition

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

- Lower Boom: Steel box type, double lift cylinders
- Intermediate Boom: Steel box type, holding valves on extend and retract
- Upper Boom: Filament wound fiberglass, boom rest w/ tie down, non-metallic rollers. Fiberglass boom will be tested and rated for line voltage up to and including 46 kV. Documentation will be provided w/unit.
- Upper Command Post: adjustable cushioned operator seat w/side rails
- Upper Controls: Single stick type for rotation, boom elevation, and intermediate boom, individual control for upper boom, engine stop/start, hydraulic system gauge, horn, foot throttle
- Outriggers: A-frame outriggers, swivel type stabilizer pads, 6” club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50’, ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity’s requirements
- Outrigger Controls: located at rear, each side for view of outrigger placement, outrigger interlock, auxiliary tool outlets, motion alarm, engine stop/start
- Wheel Chocks: Rubber wheel chocks, w/ storage well on mounted body
- Strobes: 6” strobe lights
- Front Winch and Bumper: 20,000 lbs. capacity hydraulic front winch, extended shaft to curb side, roller assembly, 200’ of ½” wire rope, winch control in cab and front bumper, winch bumper rated for pulling capacity w/ tool box
- Color: White, matching truck and mounted body

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

**Revised Specification Group. Tilt Cab Specification split into two weight classes.*
***Indicates new item group.*

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

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

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

FSA Item Group Description:

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck w/ mounted Terex Optima TC-55 Aerial Device or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDA w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube
- Front Driving Axle: 14,000 lbs. front drive axle, w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver controlled differential lock,
- Frame: Frame yield 50,000 psi, RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering, with see-through reservoir
- Brakes: ABS air brakes, w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains w/ air connections, glad hands at rear of truck frame for trailers
- Front Suspension: 12,000 lbs., shock absorber
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted,
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, steel front bumper, front mudflaps
- Cab Exterior: Air cab mounting, grab handles, air horn, heated west coast mirrors w/convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: Electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

Mounted Body

- Mounted Body: Standard manufacturers line body, approximately 168” long x 46” high x 94” wide
- Compartment Sizes:

  - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18”high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” wide x 18” deep
  - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18” deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/ nonskid, adjustable shelves w/ dividers and compartment interior lighting
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles
- Body Floor: Painted w/ nonskid, cargo tiedowns
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

Approximate Aerial Device Dimensional Data:

- Bottom of Platform: 55’
- Working Height: 60’
- Side Reach: 42.8’
- Bottom of Platform to Ground: 1.3’
- Lower Boom Articulation to Ground: 116 degrees in non over center position
- Platform Rotator: 105 degrees of forward rotation
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Hydraulic System: Open center type, permanent type hose fittings, 50 gal reservoir, dual tool outlets at platform w/ flow control
- Aerial Device Dielectrically Tested and Certification: Aerial device will be a Category C machine in accordance and is dielectrically tested and rated on systems up to 46 kV phase to phase as per ANSI/SIA A92.2-2015
- Lower Boom: Filament wound fiberglass w/ insulating gap
- Upper Boom: Filament wound tapered w/ insulating gap, boom rest w/ cam type tie down
- Platform: Side mounted, fiberglass, 24” x 48” x 42”, curbside, w/ access steps slip resistant type, hydraulic leveling , 700 lbs. capacity, padded platform rest, insulated platform liner tested at 50 kV AC, 2 safety harness w /lanyard and fall arrest, waterproof platform cover
- Load Jib: Hydraulic extension, infinite positioning -20 to +105 degrees, 2,000 lbs. hydraulic winch w/ 75’ of load line, load chart

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2026

Originating Department: Public Works

Agenda Title: Resolution 102-10-26 - Work Authorization – Stormwater Basins 12 and 22 Cleaning, Investigation and Repairs - Shenandoah General Construction, LLC – Not To Exceed $426,796.43

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $426,796.43 **Funding Source:** Stormwater – Repairs & Maintenance - Lines

Account Number: 402-538-402-46080 **Finance Signature:** Barbara Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments:

1. Shenandoah Proposals
2. Resolution No. 17-04-25 (Shenandoah General Construction, LLC)
3. Exhibit A - Cost Comparisons, Address Location, and System Map
4. Section 255.20, Florida Statutes (2026) – Local Bids and Contracts for Public Construction Works

Please initial one:

DB Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department continues to address critical stormwater system deficiencies throughout the Town. As a result, staff has identified a need to complete a storm drainage cleaning and inspection of Basin 12 (generally located within the neighborhood grid bounded by 7th Street, 8th Street, 9th Street, Park Avenue, Evergreen Drive, and the connecting alleyways) to remove accumulated sediment and debris and to identify structural defects and potential Cured-in-Place Pipe (CIPP) repairs. Staff has also identified localized structural deficiencies within Basin 22 (generally located around Watertower Road, Kinetic Road, Joule Road, and 12th Street) requiring point repairs and CIPP main line rehabilitation to restore proper system function. This approach has been determined to be the most effective and efficient strategy

for the necessary repairs.

To ensure the lowest possible price, staff is recommending that the Town issue a Work Authorization under the current contract with Shenandoah General Construction, LLC, which was awarded to Shenandoah General Construction through a competitive selection process (Broward College RFP-2024-082-OA) for the provision of Stormwater drain cleaning, repairs, and maintenance services (Resolution #17-04-25 – April 16, 2025).

Funding to support this project ($426,796.43) is available within the FY 2027 Budget. This funding is generally provided by the Town's stormwater non-ad valorem assessment revenues.

Note: Utilizing an existing competitively awarded contract will allow the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing, and engage a vendor with demonstrated performance and technical expertise. Use of the previously approved agreement will also accelerate project mobilization, support cost control, and maintain compliance with applicable local and state procurement requirements.

Note – Section 255.20, Florida Statutes ($300,000 Threshold): Section 255.20(1), Florida Statutes, requires a municipality seeking to construct or improve a public building, structure, or other public construction works to competitively award to an appropriately licensed contractor each project estimated to cost more than $300,000. However, Section 255.20(1)(c)5. provides that this requirement does not apply if the project is undertaken as repair or maintenance of an existing public facility. The statute defines "repair" as "a corrective action to restore an existing public facility to a safe and functional condition" and "maintenance" as "a preventive or corrective action to maintain an existing public facility in an operational state or to preserve the facility from failure or decline." Repair or maintenance does not include the construction of any new facility or any substantial addition, extension, or upgrade to an existing facility.

Although the combined cost of this Work Authorization ($426,796.43) exceeds the $300,000 threshold, the proposed cleaning, inspection, point repairs, and CIPP rehabilitation restore and preserve existing Town stormwater mains and structures in Basins 12 and 22. The work does not construct a new stormwater facility or add, extend, or upgrade the existing system. Staff has therefore determined that the work falls within the repair and maintenance exception of Section 255.20(1)(c)5. A copy of Section 255.20, Florida Statutes, is attached for reference.

If approved, the Town Commission would authorize the work in accordance with Shenandoah General Construction, LLC's proposals, approved pricing ($426,796.43; Basin 12 – $310,712.39 and Basin 22 – $116,084.04)October 7, 2026, and all applicable terms and conditions of the existing contract. The Town will not expend more than the amount authorized within the approved budget, as adopted or amended during the contract term.

If approved, construction and mobilization are expected to begin immediately, with project completion anticipated by the First Quarter (Q1) 2027.

The proposed Work Authorization was prepared by the Public Works Operations Manager and Public Works Director and reviewed by the proposed vendor, Shenandoah General Construction, LLC, the Finance Director and Town Attorney.

The Town has previously worked with the proposed vendor and they have provided quality work and responsive customer service.

Recommended Motion:

I move to approve Resolution 102-10-26 authorizing a Work Authorization with Shenandoah General Construction, LLC, to perform the storm drainage cleaning, investigation, inspection and repairs for Basin 12, and the point repairs and CIPP main line repairs for Basin 22, in a total amount not to exceed $426,796.43.

The 2026 Florida Statutes

Title XVIII

PUBLIC LANDS AND PROPERTY

Chapter 255

PUBLIC PROPERTY AND PUBLICLY OWNED BUILDINGS

255.20 Local bids and contracts for public construction works; specification of state-produced lumber.—

(1) A county, municipality, special district as defined in chapter 189, or other political subdivision of the state seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated to cost more than $300,000. For electrical work, the local government must competitively award to an appropriately licensed contractor each project that is estimated to cost more than $75,000. As used in this section, the term "competitively award" means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost includes employee compensation and benefits, except inmate labor, the cost of equipment and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs. Subject to the provisions of subsection (3), the county, municipality, special district, or other political subdivision may establish, by municipal or county ordinance or special district resolution, procedures for conducting the bidding process.

(a) Notwithstanding any other law, a governmental entity seeking to construct or improve bridges, roads, streets, highways, or railroads, and services incidental thereto, at a cost in excess of $250,000 may require that persons interested in performing work under contract first be certified or qualified to perform such work. A contractor may be considered ineligible to bid if the contractor is behind by 10 percent or more on completing an approved progress schedule for the governmental entity at the time of advertising the work. A prequalified contractor considered eligible by the Department of Transportation to bid to perform the type of work described under the contract is presumed to be qualified to perform the work described. The governmental entity

may provide an appeal process to overcome that presumption with de novo review based on the record below to the circuit court.

(b) For contractors who are not prequalified by the Department of Transportation, the governmental entity shall publish prequalification criteria and procedures prior to advertisement or notice of solicitation. Such publications must include notice of a public hearing for comment on such criteria and procedures prior to adoption. The procedures must provide for an appeal process within the authority for making objections to the prequalification process with de novo review based on the record below to the circuit court within 30 days.

(c) The provisions of this subsection do not apply:

1. If the project is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:

a. An immediate danger to the public health or safety;

b. Other loss to public or private property which requires emergency government action; or

c. An interruption of an essential governmental service.

2. If, after notice by publication in accordance with the applicable ordinance or resolution, the governmental entity does not receive any responsive bids or proposals.

3. To construction, remodeling, repair, or improvement to a public electric or gas utility system if such work on the public utility system is performed by personnel of the system.

4. To construction, remodeling, repair, or improvement by a utility commission whose major contracts are to construct and operate a public electric utility system.

5. If the project is undertaken as repair or maintenance of an existing public facility. For the purposes of this paragraph, the term “repair” means a corrective action to restore an existing public facility to a safe and functional condition and the term “maintenance” means a preventive or corrective action to maintain an existing public facility in an operational state or to preserve the facility from failure or decline. Repair or maintenance includes activities that are necessarily incidental to repairing or maintaining the facility. Repair or maintenance does not include the construction of any new building, structure, or other public construction works or any substantial addition, extension, or upgrade to an existing public facility. Such additions, extensions, or upgrades shall be considered substantial if the estimated cost of the additions, extensions, or upgrades included as part of the repair or maintenance project exceeds the threshold amount in subsection (1) and exceeds 20 percent of the estimated total cost of the repair or maintenance project fully accounting for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including

materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs. An addition, extension, or upgrade shall not be considered substantial if it is undertaken pursuant to the conditions specified in subparagraph 1. Repair and maintenance projects and any related additions, extensions, or upgrades may not be divided into multiple projects for the purpose of evading the requirements of this subparagraph.

6. If the project is undertaken exclusively as part of a public educational program.

7. If the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent.

8. If the local government competitively awarded a project to a private sector contractor and the contractor abandoned the project before completion or the local government terminated the contract.

9. If the governing board of the local government complies with all of the requirements of this subparagraph, conducts a public meeting under s. 286.011 after public notice, and finds by majority vote of the governing board that it is in the public's best interest to perform the project using its own services, employees, and equipment. The public notice must be published at least 21 days before the date of the public meeting at which the governing board takes final action. The notice must identify the project, the components and scope of the work, and the estimated cost of the project fully accounting for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs. The notice must specify that the purpose for the public meeting is to consider whether it is in the public's best interest to perform the project using the local government's own services, employees, and equipment. Upon publication of the public notice and for 21 days thereafter, the local government shall make available for public inspection, during normal business hours and at a location specified in the public notice, a detailed itemization of each component of the estimated cost of the project and documentation explaining the methodology used to arrive at the estimated cost. At the public meeting, any qualified contractor or vendor who could have been awarded the project had the project been competitively bid shall be provided with a reasonable opportunity to present evidence to the governing board regarding the project and the accuracy of the local government's estimated cost of the project. In deciding whether it is in the public's best interest for the local government to perform a project using its own services, employees, and equipment, the governing board must consider the estimated cost of the project fully accounting for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and

other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs, and the accuracy of the estimated cost in light of any other information that may be presented at the public meeting and whether the project requires an increase in the number of government employees or an increase in capital expenditures for public facilities, equipment, or other capital assets. The local government may further consider the impact on local economic development, the impact on small and minority business owners, the impact on state and local tax revenues, whether the private sector contractors provide health insurance and other benefits equivalent to those provided by the local government, and any other factor relevant to what is in the public's best interest. A report summarizing completed projects constructed by the local government pursuant to this subsection shall be publicly reviewed each year by the governing body of the local government. The report shall detail the estimated costs and the actual costs of the projects constructed by the local government pursuant to this subsection. The report shall be made available for review by the public. The Auditor General shall review the report as part of his or her audits of local governments.

10. If the governing board of the local government determines upon consideration of specific substantive criteria that it is in the best interest of the local government to award the project to an appropriately licensed private sector contractor pursuant to administrative procedures established by and expressly set forth in a charter, ordinance, or resolution of the local government adopted before July 1, 1994. The criteria and procedures must be set out in the charter, ordinance, or resolution and must be applied uniformly by the local government to avoid awarding a project in an arbitrary or capricious manner. This exception applies only if all of the following occur:

a. The governing board of the local government, after public notice, conducts a public meeting under s. 286.011 and finds by a two-thirds vote of the governing board that it is in the public's best interest to award the project according to the criteria and procedures established by charter, ordinance, or resolution. The public notice must be published at least 14 days before the date of the public meeting at which the governing board takes final action. The notice must identify the project, the estimated cost of the project, and specify that the purpose for the public meeting is to consider whether it is in the public's best interest to award the project using the criteria and procedures permitted by the preexisting charter, ordinance, or resolution.

b. The project is to be awarded by any method other than a competitive selection process, and the governing board finds evidence that:

(I) There is one appropriately licensed contractor who is uniquely qualified to undertake the project because that contractor is currently under contract to perform work that is affiliated with the project; or

(II) The time to competitively award the project will jeopardize the funding for the project, materially increase the cost of the project, or create an undue hardship on the public health, safety, or welfare.

c. The project is to be awarded by any method other than a competitive selection process, and the published notice clearly specifies the ordinance or resolution by which the private sector contractor will be selected and the criteria to be considered.

d. The project is to be awarded by a method other than a competitive selection process, and the architect or engineer of record has provided a written recommendation that the project be awarded to the private sector contractor without competitive selection, and the consideration by, and the justification of, the government body are documented, in writing, in the project file and are presented to the governing board prior to the approval required in this paragraph.

11. To projects subject to chapter 336.

(d) If the project:

1. Is to be awarded based on price, the contract must be awarded to the lowest qualified and responsive bidder in accordance with the applicable county or municipal ordinance or district resolution and in accordance with the applicable contract documents. The county, municipality, or special district may reserve the right to reject all bids and to rebid the project, or elect not to proceed with the project. This subsection is not intended to restrict the rights of any local government to reject the low bid of a nonqualified or nonresponsive bidder and to award the contract to any other qualified and responsive bidder in accordance with the standards and procedures of any applicable county or municipal ordinance or any resolution of a special district.

2. Uses a request for proposal or a request for qualifications, the request must be publicly advertised and the contract must be awarded in accordance with the applicable local ordinances.

3. Is subject to competitive negotiations, the contract must be awarded in accordance with s. 287.055.

(e) If a construction project greater than $300,000, or $75,000 for electrical work, is started after October 1, 1999, is to be performed by a local government using its own employees in a county or municipality that issues registered contractor licenses, and the project would require a contractor licensed under chapter 489 if performed by a private sector contractor, the local government must use a person appropriately registered or certified under chapter 489 to supervise the work.

(f) If a construction project greater than $300,000, or $75,000 for electrical work, is started after October 1, 1999, is to be performed by a local government using its own employees in a county that does not issue registered contractor licenses, and the project would require a

contractor licensed under chapter 489 if performed by a private sector contractor, the local government must use a person appropriately registered or certified under chapter 489 or a person appropriately licensed under chapter 471 to supervise the work.

(g) Projects performed by a local government using its own services and employees must be inspected in the same manner required for work performed by private sector contractors.

(h) A construction project provided for in this subsection may not be divided into more than one project for the purpose of evading this subsection.

(i) This subsection does not preempt the requirements of any small-business or disadvantaged-business enterprise program or any local-preference ordinance.

(j) A county, municipality, special district as defined in s. 189.012, or any other political subdivision of the state that owns or operates a public-use airport as defined in s. 332.004 is exempt from this section when performing repairs or maintenance on the airport's buildings, structures, or public construction works using the local government's own services, employees, and equipment.

(k) A local government that owns or operates a port identified in s. 403.021(9)(b) is exempt from this section when performing repairs or maintenance on the port's buildings, structures, or public construction works using the local government's own services, employees, and equipment.

(l) A local government that owns or operates a public transit system as defined in s. 343.52, a public transportation system as defined in s. 343.62, or a mass transit system described in s. 349.04(1)(b) is exempt from this section when performing repairs or maintenance on the buildings, structures, or public construction works of the public transit system, public transportation system, or mass transit system using the local government's own services, employees, and equipment.

(m) Any contractor may be considered ineligible to bid by the governmental entity if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

(2) The threshold amount of $300,000 for construction or $75,000 for electrical work, as specified in subsection (1), must be adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a

component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.

2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.

3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

4. To transportation projects for which federal aid funds are available.

(4) Any qualified contractor or vendor who could have been awarded the project had the project been competitively bid has standing to challenge a local government's actions to determine if the local government has complied with this section. The prevailing party in such action is entitled to recover its reasonable attorney's fees.

History.—s. 1, ch. 61-495; s. 1, ch. 94-175; s. 4, ch. 95-310; s. 5, ch. 95-341; s. 1, ch. 99-181; s. 62, ch. 2002-20; s. 9, ch. 2003-286; s. 1, ch. 2009-210; s. 54, ch. 2012-30; s. 4, ch. 2013-193; s. 81, ch. 2014-22; s. 2, ch. 2020-154.

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RESOLUTION 102-10-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A WORK AUTHORIZATION WITH SHENANDOAH GENERAL CONSTRUCTION, LLC FOR STORMWATER BASIN 12 AND BASIN 22 CLEANING, INVESTIGATION, INSPECTION, REPAIRS AND CIPP IN AN AMOUNT NOT TO EXCEED $426,796.43; PROVIDING FOR FUNDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (the "Town") requires ongoing storm drain cleaning, repairs, and maintenance services to preserve the functionality and integrity of its stormwater system; and

WHEREAS, pursuant to Resolution No. 17-04-25, the Town entered into an Agreement with Shenandoah General Construction, LLC (the "Contractor") for Storm Drain Cleaning, Repairs, and Maintenance Services based upon Broward College RFP-2024-082-OA and the cooperative purchasing provisions associated therewith; and

WHEREAS, the Public Works Department has identified stormwater system deficiencies within Basin 12 requiring cleaning, investigation, inspection, Cured-in-Place Pipe (CIPP) rehabilitation, and related repairs; and

WHEREAS, the Contractor submitted proposals for work on thirty-one (31) stormwater main segments within Basin 12 and Basin 22 at a combined amount of $426,796.43, using the pricing structure established under the existing Agreement; and

WHEREAS, funding for the work is available in the Stormwater Repairs & Maintenance - Lines account, Account No. 402-538-402-46080; and

WHEREAS, the Town Commission finds that approval of the Work Authorization is in the best interest of the Town and will facilitate timely completion of the identified stormwater repairs and rehabilitation work.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2: Approval of Work Authorization. The Town Commission hereby approves the Work Authorization with Shenandoah General Construction, LLC for Stormwater Basin 12 and Basin 22 cleaning, investigation, inspection, CIPP rehabilitation, and related repairs, substantially in the form attached hereto as Exhibit "A" and incorporated herein.

Section 3: Authorization to Execute. The Mayor is hereby authorized and directed to execute the Work Authorization on behalf of the Town, subject to approval as to form and legal sufficiency by the Town Attorney.

Section 4: Funding and Maximum Authorization. The total amount authorized under the Work Authorization shall not exceed Four Hundred Twenty Six Thousand Seven Hundred Ninety Six Dollars and Fourty-Three Cents ($426,796.43), payable from Account No. 402-538-402-46080. Any increase to the authorized amount shall require approval in accordance with the Town's applicable budgetary and procurement requirements.

Section 5: Implementation. The Town Manager, Public Works Director, Finance Director, Town Clerk, and other appropriate Town officials are authorized to take such actions as are reasonably necessary to implement this Resolution and the Work Authorization, including issuance of a Notice to Proceed after satisfaction of all applicable administrative requirements.

Section 6: Effective Date. This Resolution shall take effect immediately upon adoption.

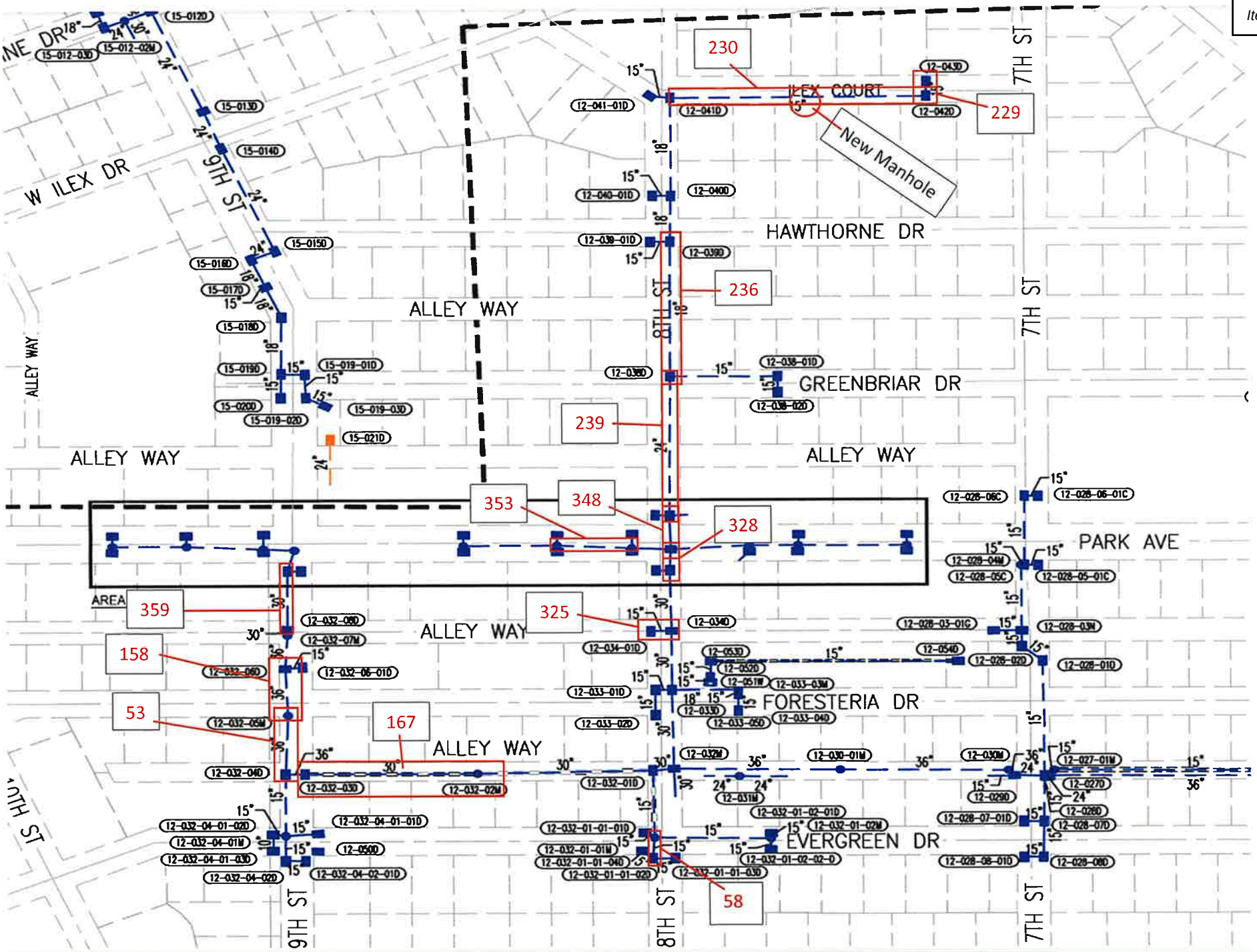
Project: Basin 12 & Basin 22__Point Repair and Cured In Place Pipe (CIPP) Main Line and Maintenance

FY 25-26 Repair $ Maintenance Budget: $998,038.05

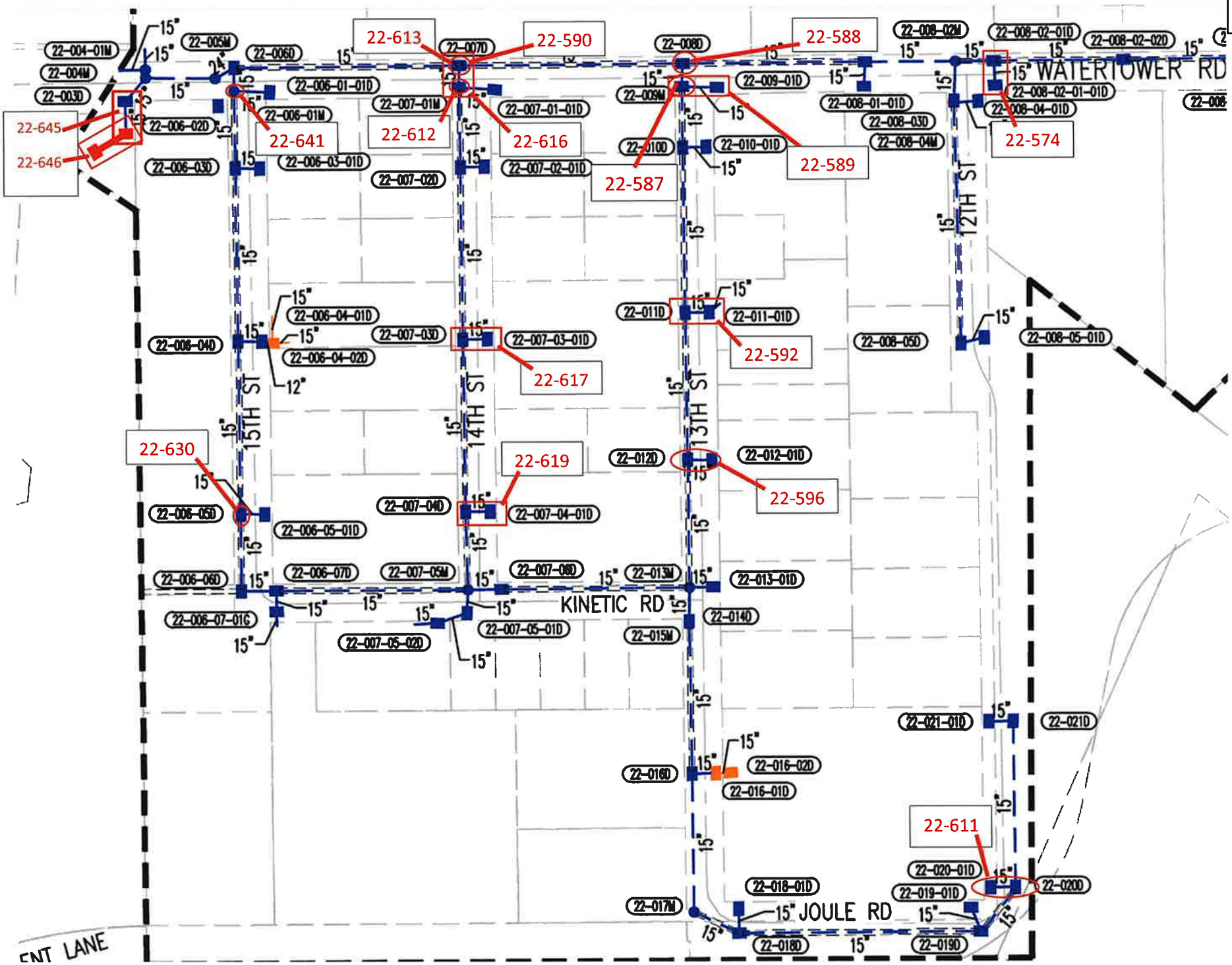
Basin 12	**Location**	**Shenandoah**	
Main 53	852 Foresteria Dr	$	27,124.00
Main 58	804 Evergreen Dr	$	4,801.00
Main 167	852 Foresteria Dr	$	52,552.00
Main 229	716 to 721 llex Ct	$	3,492.00
Main 230A	754 to 732 llex Ct	$	25,340.00
Main 230B	732 to 716 l lex Ct	$	22,649.00
Main 236	756 Hawthorne Dr to 755 Greenbriar Dr	$	32,291.75
Main 239	755 Greenbriar Dr to 791 Park Ave	$	40,062.00
Main 325	780 Park Ave to 800 Park Ave in Alleyway	$	3,959.50
Main 328	center of Park & 8 St to 780 Park Ave	$	12,443.14
Main 348	791 Park Ave to center of Park & 8 St	$	15,011.00
Main 353	center of Park & 8 St to 800 Park Ave	$	27,815.00
Main 359	center of Park & 9 St to 904 Park Ave Alleyway	$	21,456.00
Main 158	9 St & Foresteria Dr	$	21,716.00
Basin 22	**Location**		
22-587	1450 Water Tower Rd - SW corner of 13th St & Watertower Rd	$	5,205.72
22-588	1100 Old Dixie Hwy - NW corner of 13th St & Watertower Rd	$	5,205.72
22-590	1100 Old Dixie Hwy - NW corner of 14th St & Watertower Rd	$	5,205.72
22-612	1100 Old Dixie Hwy - SW corner of 14th St & Watertower Rd	$	5,205.72
22-613	1100 Old Dixie Hwy - NW corner of 14th St & Watertower Rd	$	5,205.72
22-630	825 15 Street	$	5,205.72
22-641	801 15th St - SW corner of 15th St & Watertower Rd	$	5,205.72
22-574	1142 WaterTower Rd	$	7,683.00
22-589	1568 Watertower Rd	$	9,067.50
22-592	835 13th Street	$	7,563.00
22-616	1400 Watertower Rd	$	7,209.00
22-617	850 15th Street	$	7,563.00
22-619	415 Kinetic Rd	$	7,563.00
22-596	815 13th Street	$	7,563.00
22-611	705 13th Street	$	7,563.00
22-645	1289 Watertower Rd	$	8,713.50
22-646	1289 Watertower Rd	$	9,156.00
	Project total	**$**	**426,796.43**
	Current budget	$	998,038.05
	Remaining budget after the project	$	571,241.62

Basin 12

	Main Line #	Address	Structure #	to	Structure #	Pipe Length	Pipe Size
1	53	852 Foresteria Dr.	12-032-04D	to	12-032-05M	128'	36"
2	58	804 Evergreen Dr.	12-032-01-01-02D	to	12-032-01-01M	46'	15"
3	158	9 St & Foresteria Dr	12-032-05M	to	12-032-06D	102'	36"
4	167	852 Foresteria Dr.	12-032-03D	to	12-032-02M	308'	30"
5	229	716 to 721 Ilex Ct.	12-042D	to	12-043D	32'	15"
6	230A	754 to 732 Ilex Ct	12-041D	to	12-041-02M	240'	15"
7	230B	732 to 716 Ilex Ct	12-041-02M	to	12-042D	214'	15"
8	236	756 Hawthorne Dr to 755 Greenbriar Dr	12-039D	to	12-038D	291'	18"
9	239	755 Greenbriar Dr to 791 Park Ave	12-038D	to	12-037C	302'	24"
10	325	780 Park Ave to 800 Park Ave in Alleyway	12-034D	to	12-034-01D	37'	15"
11	328	center of Park & 8 St. to 780 Park Ave	12-036M	to	12-035C	43'	36"
12	348	791 Park Ave to center of Park & 8 St.	12-037C	to	12-036M	71'	24"
13	353	center of Park & 8 St. to 800 Park Ave	12-036-01M	to	12-036-02M	135'	30"
14	359	center of Park & 9 St. to 904 Park Ave Alleyway	12-032-09C	to	12-032-08D	124'	30"


W ILEX DR
9TH ST
ALLEY WAY
ILEX COURT
New Manhole
HAWTHORNE DR
8TH ST
7TH ST
GREENBRIAR DR
PARK AVE
FORESTERIA DR
EVERGREEN DR
AREA
230
229
236
239
353
348
328
359
325
158
53
167
58

Project Name Basin 22									
Project Identification	Project type	Main Line #	Address	Structure #	to	Sturcutre #	Pipe Length	Pipe Size	page
22-587	Point Repair	587	1450 Water Tower Rd (Watertower Rd &13St.)	22-009M	to		NA	15" RCP	1
22-588	Point Repair	588	1100 Old Dixie Hwy (Watertower Rd &13St.)	22-008D	to		NA	15"RCP	1
22-590	Point Repair	590	1100 Old Dixie Hwy (Watertower Rd &14St.)	22-007D	to		NA	15"RCP	2
22-612	Point Repair	612	1400 Watertower Rd (Watertower Rd &14St.)	22-007-01M	to		NA	15" RCP	2
22-613	Point Repair	613	1100 Old Dixie Hwy (Watertower Rd &14St.)	22-007D	to		NA	15" RCP	2
22-630	Point Repair	630	825 15 Street (15 St & Kinetic Rd)	22-006-05D	to		NA	15"RCP	4
22-641	Point Repair	641	849 15 Street (Watertower Rd &15St.)	22-006-01M	to		NA	15"RCP	3
22-574	CIPP	574	1142 WaterTower Rd	22-008-02-01D	to	22-008-02-01-01D	38'	15"RCP	5
22-589	CIPP	589	1568 Watertower Rd	22-009M	to	22-009-01D	55'	15"RCP	1
22-592	CIPP	592	835 13 St	22-011D	to	22-011-01D	38'	15"RCP	6
22-616	CIPP	616	1400 Watertower Rd (Watertower Rd &14St.)	22-007D	to	22-007-01M	34'	15"RCP	2
22-617	CIPP	617	850 - 15 St	22-007-03D	to	22-007-03-01D	38'	15"RCP	7
22-619	CIPP	619	415 Kinetic Rd	22-007-04D	to	22-007-04-01D	38'	15"RCP	8
22-596	CIPP	596	815 13 Street	22-012-01D	to		38'	15"RCP	9
22-611	CIPP	611	705 13 Street	22-020-01D	to	22-020D	38'	15"RCP	10
22-645	CIPP	645	150' West of 15 St on Watertower Rd. / NPBC IMPROVEMENT DISTRICT (Pond)	22-003D	to	22-002M	51'	15"RCP	11
22-646	CIPP	646	150' West of 15 St on Watertower Rd. / NPBC IMPROVEMENT DISTRICT (Pond)	22-002M	to	22-001W	56'	15"RCP	11


22-613
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22-617
22-630
22-619
22-596
22-611
WATERTOWER RD
KINETIC RD
JOULE RD
15TH ST
14TH ST
13TH ST
12TH ST
ENT LANE

SHENANDOAH

PROPOSAL: P51518-v2

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 852 foresteria Dr, Lake Park, FL

ATTENTION: John Wylie

JOB NAME: 852 Foresteria Dr. - Main Line #53

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, pre-Video, CIPP Liner, Post Video 128 ft of 36 in pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
74 Heavy Cleaning 36 in	(at $10.75 Per Ft)	128 Per Ft	$1,376.00
1 Storm Drain Video	(at $6.00 Per Ft)	128 Per Ft	$768.00
29 CIPP 36 in	(at $191.25 Per Ft)	128 Per Ft	$24,480.00
ESTIMATED TOTAL:			**$27,124.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P51523-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 804 Evergreen, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 804 Evergreen Dr - Main Line #58

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Pre-Video, CIPP Liner, Post Video 46 ft 15 in Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
70 Heavy Clean 15 in	(at $5.50 Per Ft)	46 Per Ft	$253.00
1 Video Observation	(at $6.00 Per Ft)	46 Per Ft	$276.00
21 CIPP 15 in	(at $82.00 Per Ft)	46 Per Ft	$3,772.00
ESTIMATED TOTAL:			**$4,801.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

PROPOSAL: P51519-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

WORK SITE: 852 Foresteria Dr, Lake Park, Fl

ATTENTION: John Wylie

PHONE: (561) 881-3347

EMAIL: jwylie@lakeparkflorida.gov

JOB NAME: 852 Foresteria Dr - Main Line #158

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Pre-Video, CIPP Liner, Post Video of 36 in pipe 102 ft

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
74 Heavy Clean 36 In	(at $10.75 Per Ft)	102 Per Ft	$1,096.50
1 Video	(at $6.00 Per Ft)	102 Per Ft	$612.00
29 CIPP 36 in	(at $191.25 Per Ft)	102 Per Ft	$19,507.50

ESTIMATED TOTAL: **$21,716.00**

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P51527-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3345

EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 804 Foresteria dr Ally Way, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 852 Foresteria Dr Ally way - Main Line #167

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, pre-video, CIPP Liner, Post Video 308 ft 30in

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
73 Heavy Clean 30 in	(at $9.00 LF)	308 Linear Feet	$2,772.00
1 Video Observation	(at $6.00 LF)	308 Linear Feet	$1,848.00
27 CIPP 30 in	(at $154.00 LF)	308 Linear Feet	$47,432.00
ESTIMATED TOTAL:			**$52,552.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

PROPOSAL: P51531-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 716 Ilex Ct, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 716 Ilex Ct - Main Line #229

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Pre-Video, CIPP Liner, Post Video 32 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 Per Ft)	32 Per Ft	$192.00
70 Heavy Clean 15 in	(at $5.50 Per Ft)	32 Per Ft	$176.00
21 CIPP 15 in	(at $82.00 Per Ft)	32 Per Ft	$2,624.00
ESTIMATED TOTAL:			**$3,492.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P51542-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 754 Ilex Ct, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 754 to 732 Ilex Ct - Main Line #230A

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Remove Roots and Mineral Deposits, Pre-Video, CIPP Liner, Post Video 240 ft of 15 in pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 Per L.F.)	240 L.F.	$1,440.00
70 Heavy Clean 15 in	(at $5.50 Per L.F.)	240 L.F.	$1,320.00
83 Specialty Clean 15 in	(at $10.00 Per L.F.)	240 L.F.	$2,400.00
CIPP 15 in	(at $82.00 Per L.F.)	240 L.F.	$19,680.00
ESTIMATED TOTAL:			**$25,340.00**

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

PROPOSAL: P51547-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 732 Ilex Ct, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 732 to 716 Ilex Ct - Main Line #230B

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Remove Roots and Mineral Deposits, Clean, Pre-Video, CIPP Liner, Post Video 214 ft 15 in Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1Video Observation	(at $6.00 LF)	214 Linear Feet	$1,284.00
83 Specialty Clean 15 in	(at $10.00 LF)	214 Linear Feet	$2,140.00
70 Heavy clean 15 in	(at $5.50 LF)	214 Linear Feet	$1,177.00
21 CIPP Liner 15 in	(at $82.00 LF)	214 Linear Feet	$17,548.00
ESTIMATED TOTAL:			**$22,649.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P51551-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 756 Hawthorne, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 756 Hawthorne Dr. - Main Line #236

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Pre-Video, CIPP Liner, Post Video 291ft of 18in Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	291 Linear Feet	$1,746.00
71 Heavy Clean 18 in	(at $6.25 LF)	291 Linear Feet	$1,818.75
23 CIPP Liner 18 in	(at $97.00 LF)	291 Linear Feet	$28,227.00
ESTIMATED TOTAL:			**$32,291.75**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of our equipment and vehicles. Fuel surcharges are as follows: Vac Truck: $120.00/Day, TV Truck: $75.00/Day, Combo Vac & TV Truck: $160.00/Day, Vac & Support Equipment: $100.00/Day.

PROPOSAL: P51555-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 755 Greenbriar Dr, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 755 Greenbriar Dr - Main Line #239

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Pre Video, CIPP Liner, Post Video 302ft of 24in Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	302 Linear Feet	$1,812.00
72 Heavy Clean 24 in	(at $7.00 LF)	302 Linear Feet	$2,114.00
25 CIPP Liner 24 in	(at $118.00 LF)	302 Linear Feet	$35,636.00
ESTIMATED TOTAL:			**$40,062.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P51558-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 780 Park Ave, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 780 Park Ave - Main Line #325

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Ore Video, CIPP Liner, Post Video 27 ft 18 in Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	37 Linear Feet	$222.00
70 Heavy Clean 15 in	(at $5.50 LF)	37 Linear Feet	$203.50
21 CIPP Liner 15 in	(at $82.00 LF)	37 Linear Feet	$3,034.00
ESTIMATED TOTAL:			**$3,959.50**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

PROPOSAL: P51562-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 780 Park St, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 780 Park Ave - Main Line #328

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

MOT, Clean, Pre-Video, CIPP Liner, Post Video 43ft of 36 in Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	43 Linear Feet	$258.00
87 Heavy Clean 36 in	(at $10.73 LF)	43 Linear Feet	$461.39
30 CIPP Liner 36 in	(at $191.25 LF)	43 Linear Feet	$8,223.75
127 Material Markup 10% (MOT)	(at $1,500.00 LS)	2 LS	$3,000.00
ESTIMATED TOTAL:			**$12,443.14**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

PROPOSAL: P51564-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 791 Park Ave, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 791 Park Ave - Main Line #348

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

MOT, Root Cut, Clean, Pre Video, CIPP Liner, Post Video 71 ft 24 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	71 Linear Feet	$426.00
72 Heavy Clean 24 in	(at $7.00 LF)	71 Linear Feet	$497.00
25 CIPP 24 in	(at $118.00 LF)	71 Linear Feet	$8,378.00
127 Material Mark up 10% (MOT)	(at $1,500.00 LS)	3 LS	$4,500.00
85 Specialty Cleaning 24 in	(at $10.00 LF)	71 Linear Feet	$710.00
ESTIMATED TOTAL:			**$15,011.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

SHENANDOAH

PROPOSAL: P51566-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 800 Park Ave, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 800 Park Ave - Main Line #353

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

MOT, Clean Pipe Pre Video, CIPP liner, Post video 135ft of 30 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	135 Linear Feet	$810.00
73 Heavy Clean 30 in	(at $9.00 LF)	135 Linear Feet	$1,215.00
27 CIPP Liner 30 in	(at $154.00 LF)	135 Linear Feet	$20,790.00
127 Material Mark up 10% (MOT)	(at $1,500.00 LS)	3 LS	$4,500.00
ESTIMATED TOTAL:			**$27,815.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P51572-v1

DATE: June 9, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 904 Park Ave, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 904 Park Ave - Main Line #359

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Pre Video, CIPP Liner, Post Video 124 ft 30 in of Pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-2024-082-OA

126 Mobilization	(at $500.00 LS)	1 LS	$500.00
1 Video Observation	(at $6.00 LF)	124 Linear Feet	$744.00
73 Heavy Cleaning 30 in	(at $9.00 LF)	124 Linear Feet	$1,116.00
27 CIPP Liner 30 in	(at $154.00 LF)	124 Linear Feet	$19,096.00
ESTIMATED TOTAL:			**$21,456.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
TV Truck: $160.00/Day, Vac & Support Equipment: $100.00/Day.
Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SHENANDOAH

PROPOSAL: P53567-v1

DATE: August 12, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 15th Street & Water Tower Road, Lake Park, FL

ATTENTION: John Wylie

JOB NAME: Storm Drainage Basin 22 Repairs

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK 7- Point Repairs - job name 22-587/22-588/22-590/22-612/22-613/22-630/22-641

Furnish labor, equipment and materials to install 7 internal band seals at locations shown in the attached map

#126 - Mobilization Fee	(at $500.00 Each)	1 Each	$500.00
#9 - 4" Pump	(at $35.00 Per Hour)	100 hour(s)	$3,500.00
#96 - Foreman	(at $70.00 Per Hour)	70 hour(s)	$4,900.00
#98 - Laborer	(at $40.00 Per Hour)	210 hour(s)	$8,400.00
#99 - Pipe Layer	(at $42.00 Per Hour)	70 hour(s)	$2,940.00
#112 - De-watering	(at $85.00 Per Hour)	70 hour(s)	$5,950.00
#127 - Material Pass through + 10% markup	(at $10,250.00 Estimated)	1 Estimated	$10,250.00

ESTIMATED BASE SERVICE TOTAL: **$36,440.00**

Note: Shenandoah Construction is not an engineering firm nor does it assume responsibility for any engineering design; therefore, we offer this proposal as our professional recommendation and interpretation of what could potentially work for the client or owner needs. By accepting this proposal, the client or owner accepts Shenandoah Construction recommendations to proceed with the work as described above.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $40.00 per day will be applied to each day of service

SHENANDOAH

PROPOSAL: P53027-v3

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 1142 Watertower Rd, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 1142 Watertower Rd 22-574

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light clean, Pre video, CIPP Liner, Post Video 38 ft 0f 15 in pipe

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
44 Light Clean 15 in	(at $0.50 LF)	38 Linear Feet	$19.00
1 Storm Drain Observation	(at $6.00 LF)	38 Linear Feet	$228.00
21 CIPP Liner 15 in	(at $82.00 LF)	38 Linear Feet	$3,116.00
127 Material Mark up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Per Hour)	33 hour(s)	$1,320.00
ESTIMATED TOTAL:			**$7,683.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

PROPOSAL: P53031-v3

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 1568 Water tower Rd, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 1568 Watertower Rd 22-589

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, PCIPP Liner, Post Video 55 ft of 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
44 Light Cleaning	(at $0.50 LF)	55 Linear Feet	$27.50
1 Video Observation	(at $6.00 LF)	55 Linear Feet	$330.00
21 CIPP Liner 15 in	(at $82.00 LF)	55 Linear Feet	$4,510.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$9,067.50**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53033-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 835 13th St, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 835 13 TH ST 22-592

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner, Post Video 38 ft of 15 in pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
44 Light Clean 15 in	(at $0.50 LF)	38 Linear Feet	$19.00
1 Video Observation	(at $6.00 LF)	38 Linear Feet	$228.00
21 CIPP Liner 15 in	(at $82.00 LF)	38 Linear Feet	$3,116.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$7,563.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53042-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 815 13th St, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 815 13th st 22-596

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner, Post Video 38 ft 15in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
1 Video Observation	(at $6.00 LF)	38 Linear Feet	$228.00
44 Light Cleaning 15 in	(at $0.50 LF)	38 Linear Feet	$19.00
21 CIPP Liner 15 in	(at $82.00 LF)	38 Linear Feet	$3,116.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$7,563.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53043-v3

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 705 13th St, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 705 13th St 22-611

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner,38 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
1 Video Observation	(at $6.00 LF)	38 Linear Feet	$228.00
44 Light Clean 15 in	(at $0.50 LF)	38 Linear Feet	$19.00
21 CIPP Liner 15 in	(at $82.00 LF)	38 Linear Feet	$3,116.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Lump Sum)	30 Lump Sum	$1,200.00
ESTIMATED TOTAL:			**$7,563.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53035-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 1400 Watertower Rd, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 1400 Watertower Rd 22-616

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner, Post Video 34 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

1Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
44 Light Cleaning 15 in	(at $0.50 LF)	34 Linear Feet	$17.00
1 Video Observation	(at $6.00 LF)	34 Linear Feet	$204.00
21 CIPP Liner 15 in	(at $82.00 LF)	34 Linear Feet	$2,788.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
96 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$7,209.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53037-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 850 15th St, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 850 15th St 22-617

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner, Post Video 38 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
! Video Observation	(at $6.00 LF)	38 Linear Feet	$228.00
44 Light Clean 15 in	(at $0.50 LF)	38 Linear Feet	$19.00
21 CIPP Liner 15 in	(at $82.00 LF)	38 Linear Feet	$3,116.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
96 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$7,563.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53039-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 415 Kinetic Rd, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 415 Kinetic Rd 22-619

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre video, CIPP Liner, Post Video 38 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
1 Video Observation	(at $6.00 LF)	38 Linear Feet	$228.00
44 light Cleaning	(at $0.50 LF)	38 Linear Feet	$19.00
21 CIPP Lining 15 in	(at $82.00 LF)	38 Linear Feet	$3,116.00
127 Material Mark up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
96 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$7,563.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53049-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 1289 Watertown Rd west of 15th St, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 1289 Watertown west of 15th st 22-645

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner, Post Video 51 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
1 Video Observation	(at $6.00 LF)	51 Linear Feet	$306.00
44 Light Cleaning 15 in	(at $0.50 LF)	51 Linear Feet	$25.50
21 CIPP Liner 15 in	(at $82.00 LF)	51 Linear Feet	$4,182.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$8,713.50**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

SHENANDOAH

PROPOSAL: P53052-v2

DATE: July 30, 2026

SUBMITTED TO: Lake Park, Town of

ADDRESS: 650 Old Dixie Hwy
Lake Park, FL 33403

PHONE: (561) 881-3347
EMAIL: jwylie@lakeparkflorida.gov

WORK SITE: 1289 Watertower Rd, Lake Park, Fl

ATTENTION: John Wylie

JOB NAME: 1289 Watertower Rd west of 15th St #2 22-646

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Light Clean, Pre Video, CIPP Liner, Post Video 56 ft 15 in Pipe.

The above pricing reflects pricing from a piggyback to our current Broward College contract RFP-20204-082-OA

126 Mobilization	(at $500.00 Lump Sum)	1 Lump Sum	$500.00
1 Video Observation	(at $6.00 LF)	56 Linear Feet	$336.00
44 Light Cleaning 15 in	(at $0.50 LF)	56 Linear Feet	$28.00
21 CIPP Liner 15 in	(at $82.00 LF)	56 Linear Feet	$4,592.00
127 Material Mark Up (MOT)	(at $1,800.00 Lump Sum)	1 Lump Sum	$1,800.00
96 Construction Forman	(at $70.00 Per Hour)	10 hour(s)	$700.00
98 Laborer	(at $40.00 Per Hour)	30 hour(s)	$1,200.00
ESTIMATED TOTAL:			**$9,156.00**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.
Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.
Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.
Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.
Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.
Surcharges and Fees: An Environmental Surcharge of $30 per day will be applied for travel and operations of

RESOLUTION 17-04-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform Storm Drain Cleaning, Repairs, and Maintenance Services; and

WHEREAS, Broward College (College) solicited competitive bids pursuant to RFP-2024-082-OA for services associated with Storm Drain Cleaning, Repairs, and Maintenance Services; and

WHEREAS, pursuant to this competitive bidding process, the College awarded a bid for Storm Drain Cleaning, Repairs, and Maintenance Services to Shenandoah, General Construction, LLC (Contractor); and

WHEREAS, the College entered into an agreement with the Contractors; and

WHEREAS, the College's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in Broward College Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the College executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for Storm Drain Cleaning, Repairs, and Maintenance Services; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the College's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the College's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

#5799702 v1 26508-00001

The foregoing Resolution was offered by Commissioner O'Rourke, who moved its adoption. The motion was seconded by Commissioner Thomas and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	✓	
VICE-MAYOR MICHAEL J. HENSLEY	✓	
COMMISSIONER JOHN LINDEN	✓	
COMMISSIONER MICHAEL O'ROURKE	✓	
COMMISSIONER JUDITH E. THOMAS	✓	

The Town Commission thereupon declared the foregoing Resolution 17-04-25 duly passed and adopted this 16 day of April, 2025.

TOWN OF LAKE PARK, FLORIDA

BY: _____
ROGER D. MICHAUD
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

Agreement

This Agreement for Storm Drain Cleaning, Repairs, and Maintenance Services ("Agreement") is made and entered into this 16 day of April, ~~2024~~ 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and Shenandoah Geneal Construction, LLC. a corporation, with offices located at 1888 NW. 22nd Street, Pompano Beach, Florida, 33069 (the "Contractor").

RECITALS

WHEREAS, the Town is responsible for ensuring the proper maintenance and improvement of roadways within its jurisdiction; and

WHEREAS, Broward College (the College), through a competitive bidding process, solicited bids from qualified contractors for Storm Drain Cleaning, Repairs, and Maintenance Services (the Services) pursuant to a Request for Proposals RFP-2024-082-OA; and

WHEREAS, the College awarded a bid for Storm Drain Cleaning, Repairs, and Maintenance Services to **Shenandoah Geneal Construction, LLC.**; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing, and conditions; and

WHEREAS, the College agreement with the Contractor permits the Contractor to provide the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing, and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.

2. Scope of Services.

    a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the College, including Storm Drain Cleaning, Repairs, and Maintenance Services. A copy of the College's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.

3. Term.
    a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the Broward College Agreement, from the beginning of December 03, 2024, through December 03, 2027, including any

extensions or renewals, unless terminated earlier in accordance with the provisions herein.

4. Compensation.
   a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the College. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.

5. Compliance with Laws.
   a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.
   a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
   b. The Town has not performed a pre-audit of the Contractor's or Sub-Contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
   c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the Town to perform the service.

b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.

d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-Contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

a. The Contractor shall maintain insurance coverage as required under the County's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of

termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.
    a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.
    a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

BY: _____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: _____
Roger Michaud, Mayor

TOWN OF LAKE PARK SEAL FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this 16 day of April ~~2024~~, 2025 by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

VIVIAN MENDEZ
MY COMMISSION # HH 606170
EXPIRES: February 24, 2029

_____
Notary Public, State of Florida

CONTRACTOR
Shenandoah General Contractor, LLC.

By: _____

Its: CEO

Anthony Guglielmi
Printed

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