

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

JUNE 03, 2025 – 6:00 PM



**Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM
(on Non-Agenda Items)**

Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Torcivia, Donlon, Goddeau & Rubin, P.A.

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 PM (Noon) day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATIONS

- [1.](#) Presentation by Keith N. Alexander, RES, MAS, CFE Manager, Palm Beach County Property Appraiser's Office
- [2.](#) Presentation of Final Annual Comprehensive Financial Report for Fiscal Year 2023-2024 Prepared by Andrew S. Fierman of Caballero, Fierman, Llerena & Garcia - Receive and File.
- [3.](#) Presentation on Extended Session Report for May / June 2025 by Ronald Book, P.A., Town's Lobbyist - Receive and File.
- [4.](#) Presentation of Proclamation for Code Enforcement Officer Appreciation Week

CONSENT AGENDA

- [5.](#) Consideration of Approval on **Resolution No. 2025-36**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DAVIS & ASSOCIATES, P.A. FOR SPECIAL MAGISTRATE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.
- [6.](#) Consideration of Approval on **Resolution No. 2025-37**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF ROADWAY ADVISORY BOARDS THROUGH COOPERATIVE PURCHASE THROUGH THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT FSA23-EQU21.0; AUTHORIZING THE

ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

7. Consideration of Approval on **Resolution No. 2025-38**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH PALM BEACH AGGREGATES, LLC TO PROVIDE VARIOUS ROCKS AND RELATED GOODS AND SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.
8. Consideration of Approval on **Resolution No. 2025-39**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH SIBONEY CONTRACTING CO. TO PROVIDE HAULING SERVICES FOR ROAD MAINTENANCE TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.
9. Consideration of Approval on **Resolution No. 2025-40**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH E. GOMEZ CONSTRUCTION, INC. FOR FENCE INSTALLATION, MAINTENANCE AND REPAIR SERVICES UTILIZING THE CITY OF GREENACRES BID NO. 23-003; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
10. Consideration of Approval on **Resolution No. 2025-41**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE RENTAL OF EQUIPMENT THROUGH A COOPERATIVE PURCHASE UTILIZING SOURCEWELL CONTRACT #062320-CAT; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.
11. Consideration of Approval on **Resolution No. 2025-42**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS; PROVIDING AN EFFECTIVE DATE.
12. Consideration of Approval on **Resolution No. 2025-43**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CABALLERO FIERMAN LLERENA GARCIA, LLP FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2024-2025; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE

SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION;
PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

13. Consideration of Approval on **Resolution No. 2025-44**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH GVI GARDEN CENTER, INC. AND ODUMS SOD, INC. FOR SOD SERVICES AND GOODS UTILIZING WELLINGTON ITB#202509—ANNUAL SOD CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
14. Consideration of Approval on **Resolution No. 2025-45**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING WORK ORDERS NO. 5 WITH HUURR HOMES, LLC PURSUANT TO THEIR CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) FOR THE INSTALLATION OF CATCH BASINS AND CULVERTS ALONG A ROAD AND COLLECTING CANAL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
15. Consideration of Approval on **Resolution No. 2025-46**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING WORK ORDERS NO. 6 WITH HUURR HOMES, LLC PURSUANT TO THEIR CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) FOR THE INSTALLATION OF CATCH BASINS AND CULVERTS ALONG COLLECTING CANAL ROAD, G ROAD, AND E ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
16. Consideration of Approval on **Resolution No. 2025-47**: RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING ADDITIONAL WORK IN ACCORDANCE WITH PIGGYBACK AGREEMENT WITH D.S. EAKINS CONSTRUCTION. CORPORATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

REGULAR AGENDA

17. Consideration of Engaging the Services of a Strategic Planning Consultant

DISCUSSION

18. Discussion on Councilmember El-Ramey's List

19. Discussion on Town Attorney's Contract and Analysis of Legal Fees

20. Discussion on Production of Records

21. Discussion on A Road and Collecting Canal Project Update

22. Discussion on Rural Vista Design Standards

23. Discussion of Proposed Ordinance Updates to the Unified Land Development Code

PUBLIC HEARING

24. Consideration of Approval on **Ordinance No. 2025-01** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING CHAPTER 27 "FIREWORKS" TO PROVIDE FOR REGULATIONS REGARDING THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

25. Consideration of Approval of **Ordinance No. 2025-02** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I "IN GENERAL," ARTICLE II "IMPROPER DISPOSAL OF WASTE MATERIALS," AND ARTICLE III "COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED," ALL OF CHAPTER 38 "SOLID WASTE," OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

26. Consideration of Approval on **Ordinance No. 2025-07** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING section 20-040 "Height" of Article 20 "RESIDENTIAL ZONING DISTRICTS," SECTION 25-045 "HEIGHT" of ARTICLE 25 "COMMERCIAL ZONING DISTRICTS," SECTION 30-050 "HEIGHT" of ARTICLE 30 "INSTITUTIONAL AND PUBLIC FACILITIES ZONING DISTRICTS," SECTION 35-040 "HEIGHT" of ARTICLE 35 "PARKS AND RECREATION ZONING DISTRICT," AND SECTION 40-045 "HEIGHT" OF ARTICLE 40 "CONSERVATION DISTRICT," WITHIN PART II "ZONING DISTRICTS" OF THE UNIFIED LAND DEVELOPMENT CODE, to PROVIDE ADDITIONAL STANDARDS FOR THE MEASUREMENT OF HEIGHT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 3)

Vice Mayor Marg Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting 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 included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: June 3, 2025

SUBJECT: Presentation by Keith N. Alexander, RES, MAS, CFE Manager, Palm Beach County Property Appraiser's Office

Background:

Presentation by Keith N. Alexander, RES, MAS, CFE Manager, from the Palm Beach County Property Appraiser's Office.

Recommendation:

N/A



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

April 17, 2025

Mr. Keith N. Alexander, RES, MAS, CFE
Palm Beach County Property Appraiser
301 N. Olive Avenue
West Palm Beach, FL 33401

Re: Concerns Regarding Agricultural Classification Determinations

Dear Mr. Alexander,

On behalf of the Town Council of Loxahatchee Groves, I am writing to express our concern regarding the growing number of complaints we have received from agricultural property owners about the removal or denial of agricultural (AG) classifications in our community.

These property owners—many of whom have long histories of agricultural use and stewardship—have reported that AG classifications are being revoked despite compliance with the Best Management Practices (BMPs) established by the Florida Department of Agriculture and Consumer Services. In some cases, the justification provided by appraisal staff has been that the activity is not “intense enough,” or that certain animals—including pigs, sheep, or horses—do not qualify for AG purposes. This has included equestrian properties where horses have reportedly been excluded from being considered grazing animals, a stance that conflicts with commonly accepted agricultural standards and the historical character of our region.

The financial impact of these decisions has been significant, with some owners seeing substantial property tax increases-- in some cases, many thousands of dollars in a single year. These costs come without any meaningful change in land use and often require extensive documentation and appeal just to return to a classification that, by most objective measures, should not have been removed.

Loxahatchee Groves is a rural, agricultural community, and we are committed to preserving the viability of farming and equestrian operations for current and future generations. We respectfully ask that your office review the consistency and criteria used in AG classification determinations, particularly where state-recognized BMPs are being followed. We would also welcome the opportunity to engage with your office to better understand the process and to help educate our residents while protecting the value of our agricultural community.

We appreciate the important role your office plays in serving not only our residents but all residents and property owners of Palm Beach County. Thank you in advance for your consideration of this matter.

Sincerely,

Francine L. Ramaglia
Town Manager, Town of Loxahatchee Groves

cc: Town Council

Councilperson El-Ramey's Comments Regarding Agricultural Classification:

"I've had several agricultural property owners approach me with concerns about the Palm Beach County Property Appraiser removing their AG classifications—even when they are clearly following best management practices. The county often responds that the agricultural use is not 'intense enough,' or in some cases, they've claimed that certain animals like pigs or sheep aren't considered grazing animals.

We've even had issues with equestrian properties, where property appraiser staff have stated that horses aren't grazing animals—which is questionable, to say the least. So I'd like for the Council to support drafting a formal letter stating our position as a Town—emphasizing our rural character, support for agriculture, and our residents' right to fair and consistent AG classification.

The letter should go to the Palm Beach County Property Appraiser, and perhaps also be copied to the Board of County Commissioners and Keith Alexander, who I've met and spoken with before. Francine might have input on who else to include.

The key message is this: we, as a Town, stand firmly with our agricultural residents. Many of them are feeling penalized despite doing everything right. Some are suddenly losing their classification for a whole year, resulting in significantly higher tax bills—like \$18,000 more in some cases. That's not a small matter. The process is inconsistent, and residents are having to fight to regain what should never have been taken away in the first place.

Do I have support for drafting and sending this letter? [Council indicates support] Great—thank you."



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: June 3, 2025

SUBJECT: Presentation of Final Annual Comprehensive Financial Report for Fiscal Year 2023-2024

Background:

Attached is the 2024 Fiscal Year Annual Comprehensive Financial Report and final communication letter from the auditors. The report was recently completed in a timely manner. This is the third consecutive annual audit Caballero Fierman Llerena & Garcia, LLP have completed for the Town. A renewal of their contract for an additional year is on the Council's consent agenda for consideration as the original engagement was for a three (3) year period.

The report was issued recently and does not materially differ from the draft report that was the subject of individual meetings with Councilmembers and their respective FAAC appointees.

Andrew Fierman, CPA from Caballero Fierman Llerena & Garcia, LLP will present the report to the Town Council and the public.

Recommendation:

Receive and File.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2024

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**Prepared by:
THE TOWN OF LOXAHATCHEE GROVES**

TOWN OF LOXAHATCHEE GROVES, FLORIDA
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INTRODUCTORY SECTION



A Town of Loxahatchee Groves

155 F Road, Loxahatchee Groves, FL • 33470 (561) • 793-2418 Fax (561) 793-2420
www.loxahatcheegrovesfl.gov

May 9 2025

To: Honorable Mayor, Members of the Town Council, Citizens of the Town of Loxahatchee Groves, Florida
 155 F Road
 Loxahatchee Groves, Florida 33470

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) for the Town of Loxahatchee Groves, Florida, for the fiscal year ended September 30, 2024, pursuant to Section 218.39 of the Florida Statutes, Chapter 10.550 of the Rules of the Auditor General of the State of Florida, and the Town Charter. The financial statements included in this report conform to generally accepted accounting principles in the United States of America ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Town. The financial statements have been audited by Caballero Fierman Llerena & Garcia, LLP, Certified Public Accountants. The independent auditor issued an unmodified opinion that this report fairly represents the financial position of the Town in conformity with GAAP. Management's Discussion & Analysis (MD&A) immediately follows the independent auditor's report and provides narrative introduction, overview and analysis of the basic financial statements. MD&A complements this letter of transmittal, it should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

The Town of Loxahatchee Groves (the "Town") is a political subdivision of the State of Florida located in Palm Beach County (the "County"), initially incorporated in November 2006. The Town has a population estimated at 3,375 as of April 1, 2022, from the University of Florida, Bureau of Economic and Business Research ("BEBR") residents living within 12.5 square miles. The Town is a rural-residential-agricultural community with a very limited commercial district primarily along SR-80 (Southern Boulevard).

The Town operates under a Council-Manager form of government in which the Town elects five council members, one of whom is appointed Mayor. Council members are elected for staggered three-year terms. The Town Council determines policies that guide Town operations, hiring a Town Manager and Attorney to administer these policies on a full-time basis. From incorporation through May 2019, the Town functioned under a "Contract Form of Government" with a private management company supplying employees, services and Town administration management under the legislative direction and policies of the Town Council. The Town Attorney also serves the Town pursuant to contract rather than as an employee.

On June 26, 2018, the Loxahatchee Groves Water Control District became a dependent special district of the Town with \$1,269,175 of fund balance transferred to the Roads and Drainage special revenue fund as of that date. The transition to a traditional full-service, albeit small, local government model is a multi-year all-encompassing endeavor including, but not limited to, a shift in service delivery models, revisiting Town standards, evaluating all contract services, establishing, and updating policies & procedures, implementing new processes, and so on to better serve the community. The Town's continued focus is addressing deferred maintenance and infrastructure needs; developing and implementing a comprehensive Capital Improvements Program (CIP) and related funding mechanisms; automating and streamlining administrative functions; increasing transparency and accountability; and achieving financial sustainability.

The annual budget serves as the foundation for the Town's financial planning and control. All departments of the Town are required to submit proposed budgets to the Town Manager, who then makes any necessary revisions. The Town Manager then presents to the Town Council for their review, a budget estimate of the expenditures and revenues of all the Town's departments. Two public hearings are then conducted to inform taxpayers of the proposed and final budget, to receive their comments, and respond to their questions on the budget. A majority affirmative vote of the quorum is needed to adopt the budget, which is legally enacted prior to October 1st by the passage of a Resolution. The Town's budget is approved at the department function object.

Balancing competing needs drives the budget process which is a continuous cycle of predicting both long- and short-term needs. Budgetary needs are constantly prioritized with choices made within the framework of established policies and resources. Necessities like delivery of basic operational and maintenance services, personnel costs, insurance coverage, and debt service usually take initial priority whether provided in-house, inter-governmentally, and/or contractually. The Town strives to constantly address issues critical to serving our residents, maintaining or improving quality of life, and preserving richness of community character.

The Town Council must approve all budget amendments as well as any supplemental appropriations. At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the fund from which it was appropriated and is subject to future appropriations. Transfers of funds assessed between the Town and its dependent district are approved by Council.

ECONOMIC CONDITION AND OUTLOOK

The growth and development of the Town of Loxahatchee Groves is dependent upon the economic environment of South Florida and particularly that of Palm Beach County and in the surrounding western communities. The major economic influences in this area are the housing market, the regional job market, new construction, weather events, any future tax reform and/or other legislative mandates.

Positive signs about the national and local economies are evidenced by the continuing annual increases in average residential market values and an influx of new residents we have experienced for the last several years. Stable employment in the area remains higher than national averages. The equestrian community and industry play a major role in the economy of the western communities of the County as approximately two-thirds of Palm Beach County's equestrian industry is in this region.

For the fiscal year ending September 30, 2024, the Town Council adopted a rate of 3.0000 mills out of a maximum levy of 10.0000 mills. The levied 3 mills is the same rate as in prior fiscal years, resulting in total tax levy of \$1,527,667 which is an increase of \$236,404, or 18.3%, from FY2023. The benefit of the continued increase is to begin “rebuilding” the Town and its critical infrastructure and to properly position the Town for the future by building reserves. This is critical as the Town’s undiversified tax base is primarily residential, with considerable agricultural exemptions and little commercial property. Future property tax growth is limited to the annual growth rate of per capita personal income, which is currently minimal, plus the value of new construction and new ownership of existing properties.

LONG-TERM FINANCIAL PLAN

The Town adopted a Comprehensive Plan. Within this plan, the Town will examine the growth opportunities for the Town over a 10-year horizon. Management will continue to review revenues received from other sources to verify that the Town is receiving those revenues to which it is entitled. The Town will also continue to pursue new revenue streams that have as little impact on residents as possible. In addition, the Town will continue to contract for certain municipal services to keep taxes as low as possible.

FINANCIAL INFORMATION

Town Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state, and local financial assistance, we are also responsible for ensuring that an adequate internal control structure is in place to document compliance with applicable laws and regulations related to these programs. This internal control structure is subject to periodic evaluation by management. In addition, the Town maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Town Council. The level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is the fund level.

The Town’s accounting system is organized on a fund basis. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts. The type of funds used are generally determined by the Town Council upon the recommendations of the Town Manager which is based upon established and accepted accounting policies and procedures as well as the number of funds required. The Town has established the following funds:

General Fund- a governmental fund that accounts for activity not accounted for elsewhere. It is the Town’s primary fund.

Transportation Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town’s share of the State’s 5th and 6th cent gas tax funds.

Local Option Sales Tax Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road And Bridge Fund- a governmental special revenue fund that accounts for the activities of the Town's dependent water control district.

Capital Improvement Program Fund- a governmental capital projects fund that accounts for the activity of long-lived capital improvements within the Town.

Solid Waste Fund- a proprietary fund that accounts for the enterprise operations related to residential solid waste operations.

INDEPENDENT AUDIT

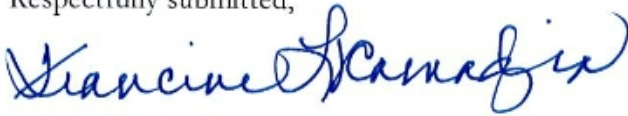
In accordance with Florida Statutes Section 218.39, the Town has engaged the firm of Caballero Fierman Llerena & Garcia, LLP, Certified Public Accountants, to perform the independent audit of the Town's financial statements for the year ended September 30, 2024. The Independent Auditors' Report is presented in the financial section of this Annual Comprehensive Financial Report.

ACKNOWLEDGEMENTS

The preparation of this report could not have been accomplished without the efficient and dedicated services of the entire staff of the Town and its auditing firm, Caballero Fierman Llerena & Garcia, LLP, as well as key independent financial professional contractors. We wish to express our appreciation to the staff for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

In closing, it is an honor to serve the Town, its residents and landowners. The leadership and support of the Mayor and Town Council have made the accomplishments and anticipated successes noted in this report possible and provide a strong foundation for the Town's future.

Respectfully submitted,



Francine Ramaglia
Town Manager

TOWN OF LOXAHATCHEE GROVES

List of Elected Town Officials

September 30, 2024

Council – Manager Form of Government

TOWN COUNCIL

Anita Kane, Mayor

Margaret Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember

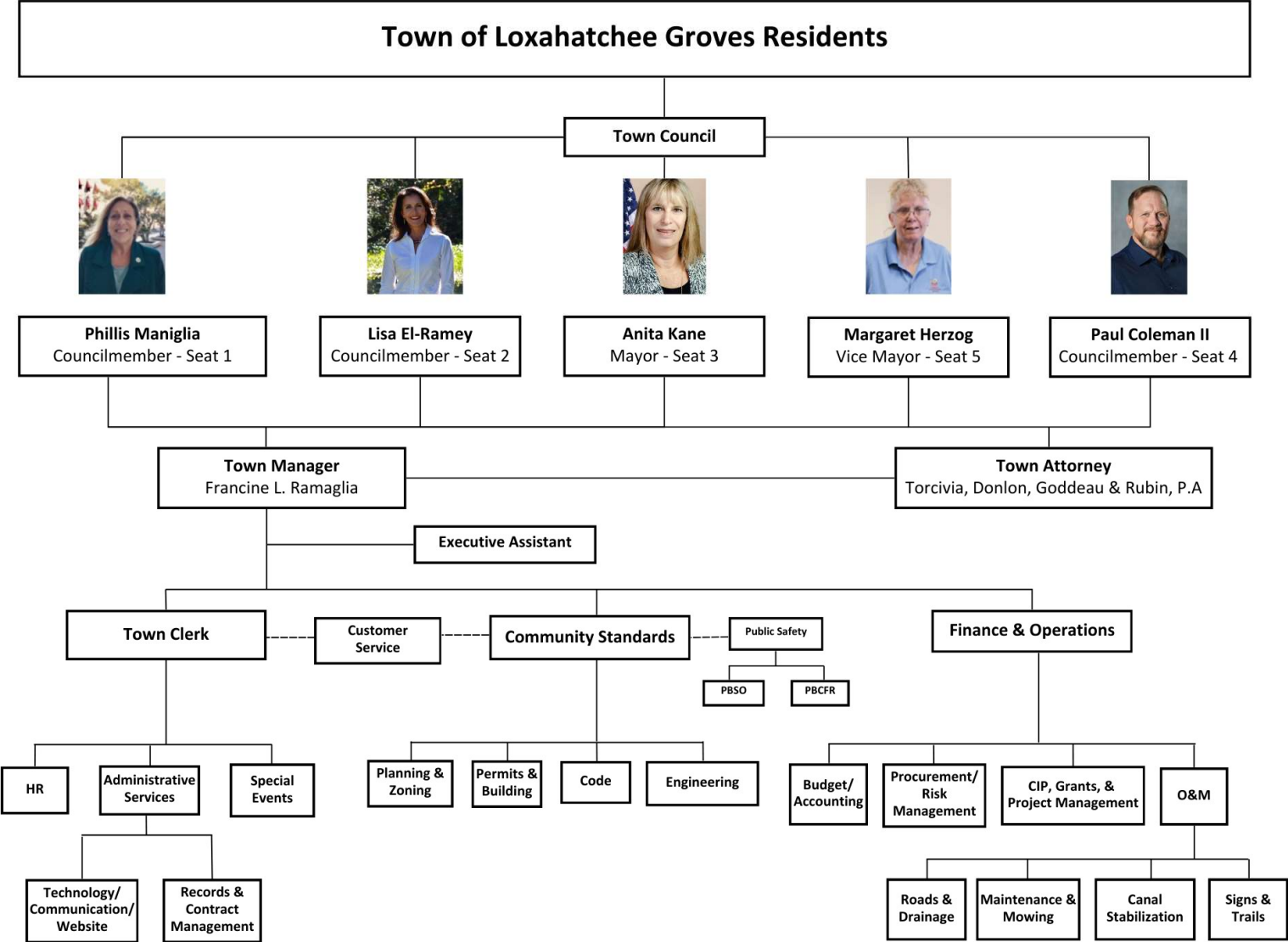
ADMINISTRATION

Francine L. Ramaglia, CPA, Town Manager

Elizabeth Lenihan of Torcivia, Donlon, Goddeau & Rubin, P.A., Town Attorney

Valerie Oakes, Town Clerk

Town of Loxahatchee Groves
Organizational Chart



FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Loxahatchee Groves, Florida (the Town), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Town, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension schedules on pages 3–15, 44–48, and 49–52, respectively, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2025, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS
(Required Supplementary Information)

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2024

As management of the Town of Loxahatchee Groves, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town of Loxahatchee Groves (the Town) for the fiscal year ended September 30, 2024. Readers are encouraged to consider the information presented here in conjunction with the auditors' reports, the basic financial statements, the notes to the financial statements, and the supplementary information.

FINANCIAL HIGHLIGHTS

- At September 30, 2024, the assets plus deferred outflows of the Town of Loxahatchee Groves exceeded its liabilities plus deferred inflows by \$13,511,067 of which \$9,299,656 was the amount invested in capital assets, net of accumulated depreciation and \$1,655,389 was restricted by law or agreements. The Town had \$2,556,022 (*unrestricted net position*) which may be used to meet the Town's ongoing obligations to citizens and creditors.
- During the fiscal year 2024, net position increased by \$979,491 from the prior year.
- At September 30, 2024, the Town of Loxahatchee Groves' General Fund reported an ending fund balance of \$2,468,690 an increase of \$382,512 as compared with the prior year. Of the total fund balance, 34.7% is available for spending at the government's discretion (*unassigned fund balance*). The unassigned fund balance represents slightly more than four months of total General Fund operating expenditures and transfers and exceeds the Town's minimum target of 25%.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements* and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the Town

- The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the Town's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the Town government, reporting the Town's operations in more detail than the government-wide statements.
- The *governmental funds* statements show how general government services such and public safety were financed in the short term as well as what remains for future spending.

The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information*, which further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and are related to one another.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the Town's assets deferred outflows/inflows, and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The government activities of the Town include public works, police, and general administration services. The Town has one business-type activity for the provision of garbage and trash collection services.

The government-wide financial statements can be found on pages 16 and 17 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

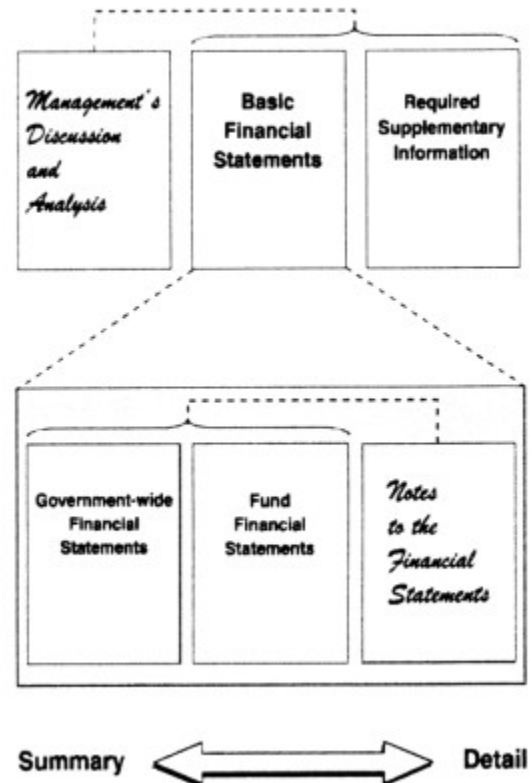
Governmental funds. Most of the Town's basic services are reported in governmental funds. Governmental funds focus on how resources flow in and out and with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs.

The Town maintains five governmental funds:

General Fund- a governmental fund that accounts for activity not accounted for elsewhere. It is the Town's primary fund.

Transportation Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

Figure A-1
Required Components of
City's Annual Financial Report



Local Option Sales Tax Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road And Bridge Fund- a governmental special revenue fund that accounts for the activities of the Town's dependent water control district.

Capital Improvement Program Fund- a governmental capital projects fund that accounts for the activity of long-lived capital improvements within the Town.

The Town adopts an annual budget for each of its funds. A budgetary comparison statement has been provided for the General Fund, the Transportation Fund, the Local Option Sales Tax Fund, and the Roads and Drainage Fund to demonstrate compliance with the budget. The Capital Improvement Program Fund does not have a supplementary budgetary comparison statement because its activities generally occur over more than one fiscal period.

The governmental fund financial statements can be found on pages 18 through 21 of this report.

Enterprise funds. The Town has one enterprise fund, the Solid Waste Fund, which charges residential customers for the services provided. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 22 through 24 of this report.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25 through 43 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Summary of net position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, governmental activity assets plus deferred outflows exceeded liabilities plus deferred inflows by \$13,266,920. Business-type activity assets plus deferred outflows exceeded liabilities plus deferred inflows by \$244,147. The Town-wide total net position was \$13,511,067 at the close of the fiscal year ended September 30, 2024. The Statement of Net Position is on page 16 of this report.

The Town's investment in capital assets (e.g., land, buildings, equipment and vehicles, less accumulated depreciation and any related debt that is still outstanding that was used to acquire those assets) was \$9,299,656 or about 70% of total net position at September 30, 2024. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

An additional \$1,655,389 portion of the net position, or about 12%, represents resources that are subject to external restrictions on how they may be used. The Town has assigned \$617,173 for the purpose of the subsequent year's capital improvement plan. The unrestricted net position of \$2,556,022, or about 19%, may be used to meet the government's ongoing obligations to citizens and creditors. The following table reflects the condensed Statement of Net Position for the current year as compared to the prior year.

Table 1
Town of Loxahatchee Groves
Summary of Net Position

	Governmental Activities		Business Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets:						
Current and other assets	\$ 5,639,459	\$ 5,297,012	\$ 311,626	\$ 309,050	\$ 5,951,085	\$ 5,606,062
Capital assets	9,762,473	8,917,757	-	-	9,762,473	8,917,757
Total assets	15,401,932	14,214,769	311,626	309,050	15,713,558	14,523,819
Deferred outflows of resources	684,385	614,986	-	-	684,385	614,986
Liabilities:						
Long-term liabilities	1,802,131	1,516,935	-	-		1,516,935
Other liabilities	763,714	866,069	67,479	55,521	831,193	921,590
Total liabilities	2,565,845	2,383,004	67,479	55,521	2,633,324	2,438,525
Deferred inflows of resources	253,552	168,704	-	-	253,552	168,704
Net position:						
Net investment in capital assets	9,299,656	8,673,364	-	-	9,299,656	8,673,364
Restricted	1,655,389	1,736,643	-	-	1,655,389	1,736,643
Unrestricted	2,311,875	1,868,040	244,147	253,529	2,556,022	2,121,569
Total net position	\$ 13,266,920	\$ 12,278,047	\$ 244,147	\$ 253,529	\$ 13,511,067	\$ 12,531,576

Governmental Activities.

- During the fiscal year 2024, net position improved over the prior year, increasing by \$979,491, largely a result of investments in capital assets and a reduction in restricted assets and one-time developer contributions.

Business Activities.

- The funding for the Town's solid waste operation is largely derived from a special assessment placed upon residential properties within the Town's jurisdiction.
- The Town assesses approximately 1,500 residential units \$400 per year for both the collection and disposal of solid waste. This amount was increased slightly in FY2025.
- Palm Beach County Property Appraiser notifies all affected property owners of the amount, public hearing date, and location of the meeting when the Town will adopt the Tentative Assessment.
- Palm Beach County Tax Collector receives all Town ad valorem tax and assessment payments and remits the funds to the Town.
- Services are provided through a residential solid waste collection and disposal contract.

The following is a summary of the changes in net position for the years ended September 30, 2024, and 2023. Key indicators, including revenues and expenditures by category are presented herein for review:

Table 2
Town of Loxahatchee Groves
Changes in Net Position

	Governmental Activities		Business Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	\$ 2,269,226	\$ 2,330,472	\$ 586,929	\$ 585,725	\$ 2,856,155	\$ 2,916,197
Grants and contributions	245,740	359,793	-	-	245,740	359,793
General revenues:						
Property taxes	1,527,667	1,291,263	-	-	1,527,667	1,291,263
Local option sales tax	335,791	330,728	-	-	335,791	330,728
Franchise fees	631,736	649,469	-	-	631,736	649,469
Utility taxes	575,043	531,900	-	-	575,043	531,900
Intergovernmental	819,734	846,416	-	-	819,734	846,416
Investment/other income	1,071,503	182,342	-	-	1,071,503	182,342
Total revenues	7,476,440	6,522,383	586,929	585,725	8,063,369	7,108,108
Expenses:						
General Government	1,962,627	1,711,966	-	-	1,962,627	1,711,966
Public safety	1,289,290	1,442,215	-	-	1,289,290	1,442,215
Physical environment	3,090,301	2,690,070	-	-	3,090,301	2,690,070
Solid Waste	-	-	714,311	714,111	714,311	714,111
Interest Expense	27,349	3,820	-	-	27,349	3,820
Total expenses	6,369,567	5,848,071	714,311	714,111	7,083,878	6,562,182
Increase (decrease) in net position before transfers	1,106,873	674,312	(127,382)	(128,386)	979,491	545,926
Transfers:	(118,000)	(135,365)	118,000	135,365	-	-
Increase (decrease) in net position	988,873	538,947	(9,382)	6,979	979,491	545,926
Net position, beginning	\$ 12,278,047	\$ 11,739,100	\$ 253,529	\$ 246,550	\$ 12,531,576	\$ 11,985,650
Net position, ending	\$ 13,266,920	\$ 12,278,047	\$ 244,147	\$ 253,529	\$ 13,511,067	\$ 12,531,576

Governmental Activities.

- For fiscal year 2024, total revenues declined from the prior year by \$954,057, largely due increased property taxes resulting from increased values and a one-time tree mitigation grant of \$746,865.
- Total expenses increased by \$521,496 or about 9%, largely reflecting an increase in general government expenses and public works efforts.

Business Activities.

- Revenue earned by business-type activities is generated by charges for services through special assessments for the Town's solid waste collection and recycling services totaled \$586,929, or about the same amount for FY2023. Operating revenues decreased slightly by (\$74,495) from FY2023. The rates charged to remained at \$400 per residential unit.
- Expenses of business-type activities arise from the Town's solid waste collection and recycling services contract which totaled \$714,311 in fiscal year 2024. This was nearly identical from the FY2023 operations.

Figure A-2
Town of Loxahatchee Groves
Revenues by Source – Governmental Activities
For the Fiscal Year Ended September 30, 2024

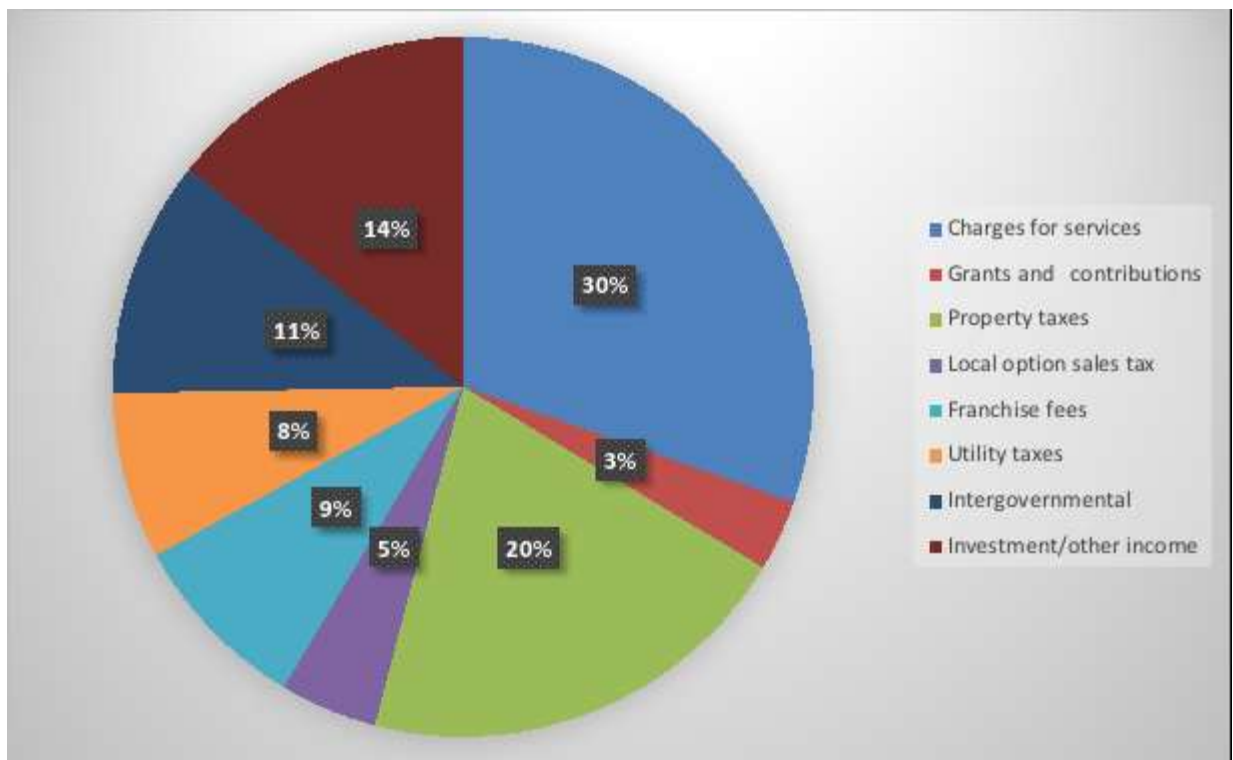
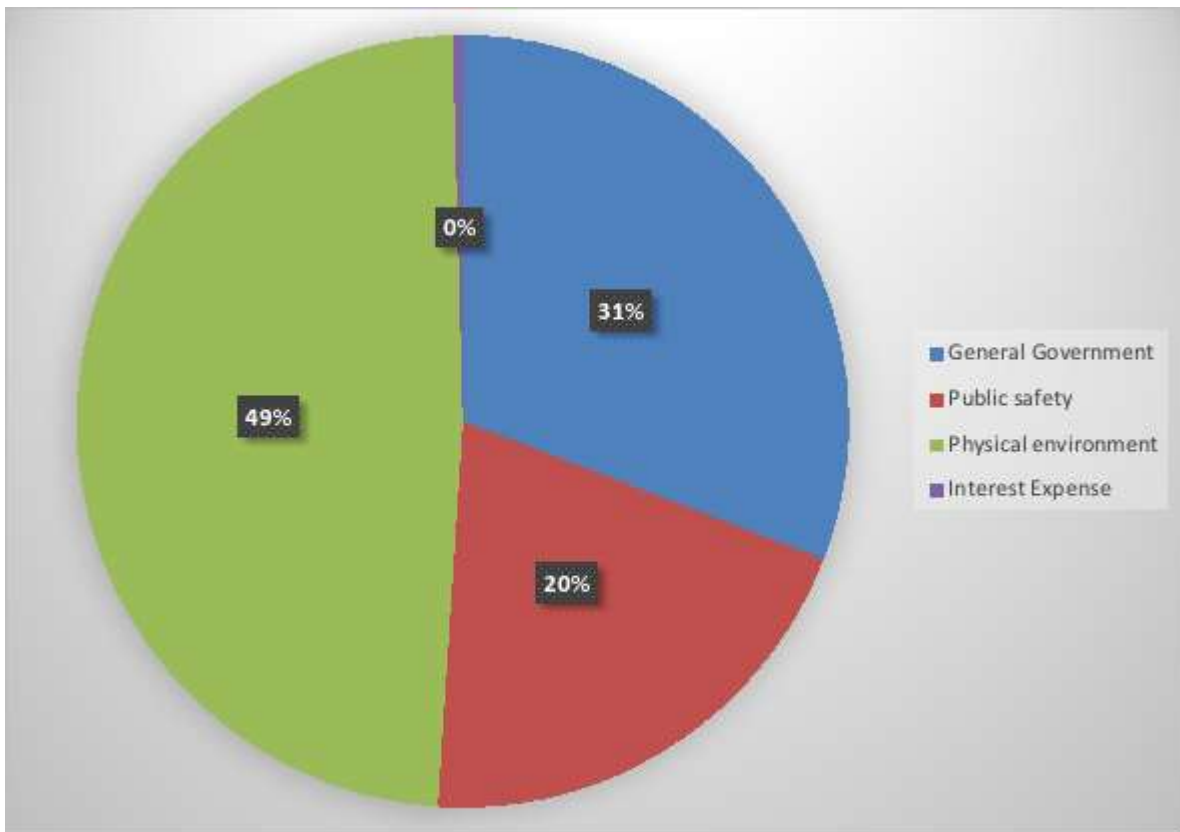


Figure A-3
Town of Loxahatchee Groves
Expenses – Governmental Activities
For the Fiscal Year Ended September 30, 2024



FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

The Town maintains five governmental funds: the General Fund, the Roads and Drainage Fund, the Transportation Fund, the Local Option Sales Tax fund, and the Capital Improvement Program Fund.

The Town adopts an annual appropriated budget for the General Fund, the Transportation Fund, the Local Option Sales Tax fund and the Roads and Drainage fund. The General Fund provides revenues and resources for basic governmental services. The Roads and Drainage Fund is funded thru special assessments and accounts for the operations of the Town's dependent special district. The Transportation Fund is funded through a dedicated local option gas tax and can only be used for allowable transportation related expenses such as road, street maintenance, and construction. Likewise, the Local Option Sales Tax Fund is funded through an additional voter-approved local option sales tax dedicated for infrastructure projects to occur over the next decade.

As noted earlier, the Town of Loxahatchee Groves uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of the government's net resources available for spending at the end of a fiscal year.

General Fund. The General Fund is the primary operating fund of the Town. At the end of the fiscal year, the Town's General Fund reported an unassigned fund balance of \$1,580,119, a decrease of \$567,532 in comparison with the prior fiscal year. Much of the decrease was the use of fund balance for the subsequent year's budget.

A summary of the General Fund's condensed balance sheet and statement of revenues, expenditures, and changes in fund balance for September 30, 2024, and 2023 is shown below:

Table 3
Town of Loxahatchee Groves
Summary of General Fund Balance Sheet

	2024	2023	Change	% Change
Assets	<u>\$ 6,803,007</u>	<u>\$ 6,382,422</u>	<u>\$ 420,585</u>	<u>7%</u>
Liabilities	<u>\$ 1,796,718</u>	<u>\$ 1,853,393</u>	<u>\$ (56,675)</u>	<u>-3%</u>
Deferred inflows	<u>334,203</u>	<u>41,659</u>	<u>292,544</u>	<u>702%</u>
Fund balance				
Nonspendable fund balance	-	-	-	
Restricted fund balance	1,655,389	1,736,643	(81,254)	-5%
Assigned fund balance	1,912,045	1,170,608	741,437	63%
Unassigned fund balance	<u>1,104,652</u>	<u>1,580,119</u>	<u>(475,467)</u>	<u>-30%</u>
Total fund balance	<u>4,672,086</u>	<u>4,487,370</u>	<u>184,716</u>	<u>4%</u>
Total liabilities, deferred inflows, and fund balance	<u>\$ 6,803,007</u>	<u>\$ 6,382,422</u>	<u>\$ 420,585</u>	<u>7%</u>

During the fiscal year 2024, the General Fund assets increased by \$420,585 or 7%. The increase is mainly due to increases in intergovernmental revenue and other receivables. Liabilities decreased by (\$56,675) or -3%, mainly due to the number of deposits held by the Town. Total fund balance increased by \$420,585 or 7% owing in large part to a one-time contribution for tree mitigation of \$746,865.

(continued next page)

Table 4
Town of Loxahatchee Groves
Summary of General Fund Statement of Revenues,
Expenditures, and Changes in Fund Balance

	2024	2023	Change	% Change
Revenues	\$ 4,885,080	\$ 4,094,368	\$ 790,712	19%
Expenditures	3,181,715	2,979,929	201,786	7%
Other Financings Sources and Uses	(1,320,853)	(1,175,912)	(144,941)	12%
Net change in fund balance	382,512	(61,473)	443,985	-722%
Fund balance, beginning	2,086,178	2,147,551	(61,373)	-3%
Fund balance, ending	\$ 2,468,690	\$ 2,086,078	\$ 382,612	18%

The Town of Loxahatchee Groves General Fund revenues increased over the prior year by \$790,712 or 19%, mostly the result of the use of a one-time developer contribution of \$746,865. Total expenditures increased over the prior year by \$201,786 or 7%, largely related to an increase in general governmental. The Town's Other financing sources and uses increased by 12%, largely due to transfers to the Capital Improvements Fund.

General Fund

The Town adopts annual budgets by fund, department function and object in compliance with Florida State Statute Section 200.065 (commonly referred to as the Truth-in Millage Legislation). The law requires municipal organizations to prepare and adopt annual operating budgets for the General, Special Revenue and Debt Service Funds following uniform time frames related to property tax levies. The balanced budgets may be revised throughout the year. The Town's code allows for intra-department level budget transfers between expenditure categories without Council approval; however, inter-department and fund total changes require Council-approved budget amendments adopted by resolution.

The Town's policy is to adopt the budget following the second public hearing of each fiscal year, held in September for an October 1st year. Budget amendments may be presented to Council at any time during the fiscal year and up to 60 days after the fiscal year ends.

Over the course of the year, the Town did not amend the General Fund budget but had positive variances in revenues which more than offset the negative variance in expenditures.

The budget versus actual schedule is presented on page 44 for the General Fund. The significant Variances to the final adopted budget, which was the same as the originally adopted budget, were due to development-related activities, primarily tree mitigation amounts. This was for both revenues and expenditures.

Roads and Drainage Special Revenue Fund

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, and the operations have since been reported as the Roads and Drainage Special Revenue Fund. The actual revenues were slightly higher than budgeted, but expenditures were greater than anticipated by \$309,852. The fund contributed significantly to road and drainage improvements accounted for in the CIP fund.

The budget versus actual schedules is presented on page 45 for the Roads and Drainage Special Revenue Fund.

Transportation Special Revenue Fund

The fund balance of the Transportation Special Revenue Fund remained at \$0.00, as was the prior year. All the funds were transferred out to support activities in other funds. The fund balance declined largely due to capital asset activity and increased maintenance efforts for this activity.

Local Option Sales Tax Special Revenue Fund

In 2016, a one-cent infrastructure surtax or Local Option Sales Tax was approved by the voters in Palm Beach County for no more than ten years. The distribution is 50% for the School Board, 30% for the County, and 20% to be distributed to the Municipalities. Accordingly, the Town established the Local Option Sales Tax Fund to account for these funds which will enable the Town to initiate at least a portion of long-overdue roadway improvement projects. In FY2024, the total revenue received was \$386,243, all of which was transferred for use to the CIP fund. The fund balance declined largely due to capital asset activity in the Capital Improvement Fund.

Capital Improvement Fund

The Capital Improvement Fund showed \$1,640,010 in investments to the community's infrastructure, which was funded with transfers from other funds, carryover from prior years, and contributions from private sources. The balance increased due to transfers and revenues provided for a continued improvement in primarily road and drainage projects that were underway at fiscal year-end. This activity will continue through FY2025.

Capital Assets

As of September 30, 2024, the Town's capital assets amounted to \$9,299,656 (net of accumulated depreciation). This was \$626,292 more than the prior year. More details relating to capital assets can be found on Note 4 of the Notes to the Financial Statements.

Long-Term Liabilities

As of the end of the fiscal year the only long-term liabilities of the Town were for accumulated compensated absences owed to employees upon separation from service, leases for equipment, and net pension liabilities owed to retirees, present and future. The Total amount of these liabilities amounted to \$1,921,313, of which \$119,142 was estimated to be due during FY2025. The Town's Lease Liability increased, net, by \$147,601 due to the acquisition of new heavy equipment financed by a lease. The Town's Net pension liability increased by \$159,687 due to its share of activities in the Florida Retirement System.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The State of Florida, by constitution, does not have a state personal income tax and therefore, the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties and school boards) primarily rely upon property taxes and a limited array of permitted other taxes (sales, telecommunication, gasoline, utilities services, etc.) and fees (franchise, building permits, occupational license, etc.) for funding of their governmental activities. In addition, there are a limited number of state-shared revenues and recurring and non-recurring (one-time) grants from both the state and federal governments.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments. The maximum tax levy allowed by a majority vote of the governing body is based on a percentage reduction applied to the prior year property tax revenue. The percentage reduction is calculated based on the compound annual growth rate in the per capita property taxes levied. The law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the prior year rolled-back millage rate, plus an adjustment for growth in per capita personal income; 2) a two-thirds vote to adopt a rate equal to the prior year adjusted millage rate plus 10%; or 3) any millage rate approved by unanimous vote or referendum. Future property tax growth is limited to the annual growth rate of per capita personal income, which is currently 3% to 4%, plus the value of new construction.

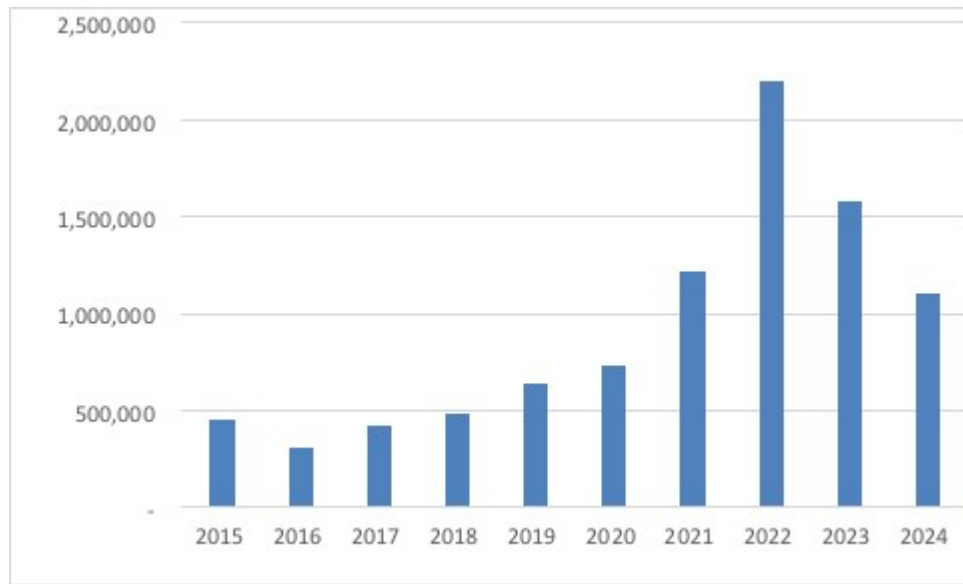
On January 29, 2008, the Florida electorate approved an amendment to the Florida Constitution relative to property taxation. This amendment (referred to as Amendment 1) was placed on the ballot by the Florida Legislature at a special session held in October 2007. With respect to homestead property, Amendment 1 increases the current \$25,000 homestead exemption by another \$25,000 (for property values between \$50,000 - \$75,000), except for school district taxes. Since the new \$25,000 homestead exemption does not apply to school district taxes, this effectively amounts to a \$15,000 increase to the existing homestead exemption. Amendment 1 also allows property owners to transfer (make portable) up to \$500,000 of their Save Our Homes benefits to their next homestead when they move. Save Our Homes became effective in 1995 and limits (caps) the annual increase in assessed value for homestead property to three percent (3%) or the percentage change in the Consumer Price Index, whichever is less.

With respect to non-homestead property, Amendment 1 limits (caps) the annual increase in assessed value for non-homestead property (businesses, industrial property, rental property, second homes, etc.) to ten percent (10%), except for school district taxes. The Amendment also provides a \$25,000 exemption for tangible personal property. Amendment 1 became effective on October 1, 2008, except for the ten percent (10%) assessment cap on non-homestead property which became effective on January 1, 2009.

Additional tax relief bills were introduced at the 2018 legislative session which could further limit the extent to which municipalities can levy taxes. Along with all Florida municipalities, the Town faces the unknown negative financial impact of a proposed constitutional amendment on the November 8, 2018, ballot which was approved, which created an additional \$25,000 exemption for homestead properties for the purposes of non-school (city, county and special district) property taxes. It has been estimated that the new homestead exemption will have a collective negative fiscal impact on all Florida cities, counties and special districts of roughly \$750 million in the first year growing to nearly \$820 million by the fifth year.

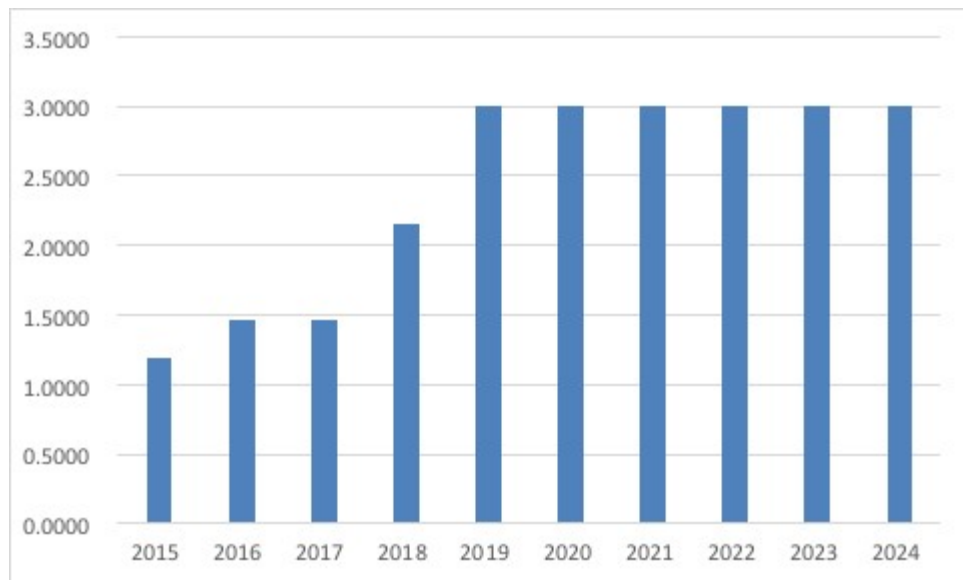
- In setting its fiscal 2023-2024 and 2024-2024 budgets, the Town adopted a millage rate of 3.0000.
- The Town of Loxahatchee Groves enjoyed increases in total assessed property value of over 14.7% for fiscal year 2024.

**General Fund Unassigned Surplus
For the Fiscal Years ended September 30, 2013-2024**



In 1995, the state of Florida limited all local governments' ability to increase property assessments of homestead property in any given year to 3 percent or cost of living, whichever is lower. The graph below shows the millage rates since 2012. The Town, just like many cities across the country, faces the challenge of keeping taxes and service charges as low as possible while providing residents with the level of service they have come to expect.

**Town of Loxahatchee Groves Millage
For the Fiscal Years ended September 30, 2013-2024**



The operating millage rate for tax year 2023, which is collected in fiscal year 2024, is 3.0000 or \$3.00 per thousand dollars of taxable value. The operating millage rate remained the same as the prior fiscal year and resulted property tax revenue of \$1,527,667, an increase of \$236,404, or 18.3% over the prior year due to increased property values. Historically, the rollback rate has always been lower than the existing rate.

The Roads & Drainage Assessment remained unchanged at \$200 per unit. Similarly, the Solid Waste assessment rate remained at \$400 per unit.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town of Loxahatchee Groves' finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town Manager, 155 F Road, Loxahatchee Groves, Florida 33470.

FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

Item 2.

	Governmental Activities	Business- Type Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 3,128,303	\$ 308,026	\$ 3,436,329
Investments	1,056,415	-	1,056,415
Receivables:			
Planning and zoning	228,810	-	228,810
Franchise and utility taxes	126,607	-	126,607
Due from other governments	352,459	3,600	356,059
Restricted cash	746,865	-	746,865
Capital assets:			
Nondepreciable capital assets	573,337	-	573,337
Depreciable capital assets, net	9,189,136	-	9,189,136
Total assets	<u>15,401,932</u>	<u>311,626</u>	<u>15,713,558</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Deferred outflow of resources relating to pensions	<u>684,385</u>	<u>-</u>	<u>684,385</u>
<u>LIABILITIES</u>			
Accounts payable and accrued liabilities	426,515	67,479	493,994
Due to other governments	51,434	-	51,434
Deposits for planning and zoning	166,583	-	166,583
Noncurrent liabilities:			
Due within one year	119,182	-	119,182
Due in more than one year	1,802,131	-	1,802,131
Total liabilities	<u>2,565,845</u>	<u>67,479</u>	<u>2,633,324</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Deferred inflow of resources relating to pensions	165,089	-	165,089
Local business taxes	88,463	-	88,463
Total deferred inflows of resources	<u>253,552</u>	<u>-</u>	<u>253,552</u>
<u>NET POSITION</u>			
Net investment in capital assets	9,299,656	-	9,299,656
Restricted for:			
Roads and drainage	856,281	-	856,281
Tree Mitigation	746,865	-	746,865
Infrastructure	52,243	-	52,243
Unrestricted	2,311,875	244,147	2,556,022
Total net position	<u>\$ 13,266,920</u>	<u>\$ 244,147</u>	<u>\$ 13,511,067</u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-Type Activities	
Functions/programs							
Governmental activities:							
General government	\$ 1,962,627	\$ 755,577	\$ -	\$ -	\$ (1,207,050)	\$ -	\$ (1,207,050)
Public safety	1,289,290	-	-	-	(1,289,290)	-	(1,289,290)
Physical environment	3,090,301	1,513,649	-	245,740	(1,330,912)	-	(1,330,912)
Interest expense	27,349	-	-	-	(27,349)	-	(27,349)
Total governmental activities	6,369,567	2,269,226	-	245,740	(3,854,601)	-	(3,854,601)
Business-type activities:							
Solid Waste	714,311	586,929	-	-	-	(127,382)	(127,382)
Total business-type activities	\$ 714,311	\$ 586,929	\$ -	\$ -	-	(127,382)	(127,382)
General revenues:							
Property taxes					1,527,667	-	1,527,667
Local option sales tax					335,791	-	335,791
Franchise fee					631,736	-	631,736
Utility taxes					575,043	-	575,043
Intergovernmental (unrestricted)					819,734	-	819,734
Investment income (unrestricted)					92,920	-	92,920
Miscellaneous revenue					978,583	-	978,583
Total general revenues					4,961,474	-	4,961,474
Transfers					(118,000)	118,000	-
Change in net position					988,873	(9,382)	979,491
Net position beginning of year					12,278,047	253,529	12,531,576
Net position end of year					\$ 13,266,920	\$ 244,147	\$ 13,511,067

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Major Funds					Total
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	Governmental Funds
<u>ASSETS</u>						
Cash and cash equivalents	\$ 550,126	\$ 952,045	\$ 260,437	\$ -	\$ 1,365,695	\$ 3,128,303
Investments	153,130	-	-	903,285	-	1,056,415
Receivables						
Planning and zoning	228,810	-	-	-	-	228,810
Franchise and utility taxes	126,607	-	-	-	-	126,607
Due from other governments	45,779	8,871	31,200	20,869	245,740	352,459
Restricted cash	746,865	-	-	-	-	746,865
Due from other funds	1,163,548	-	-	-	-	1,163,548
Total assets	3,014,865	960,916	291,637	924,154	1,611,435	6,803,007
<u>LIABILITIES</u>						
Accounts payable and accrued liabilities	239,695	104,635	-	-	70,823	415,153
Due to other governments	51,434	-	-	-	-	51,434
Deposits for planning and zoning	166,583	-	-	-	-	166,583
Due to other funds	-	-	291,637	871,911	-	1,163,548
Total liabilities	457,712	104,635	291,637	871,911	70,823	1,796,718
<u>DEFERRED INFLOWS OF RESOURCES</u>						
Local business taxes leived	88,463	-	-	-	-	88,463
Unavailable revenues	-	-	-	-	245,740	245,740
Total deferred inflows of resources	88,463	-	-	-	245,740	334,203
<u>FUND BALANCES</u>						
Restricted for:						
Roads and drainage	-	856,281	-	-	-	856,281
Infrastructure	-	-	-	52,243	-	52,243
Tree Mitigation	746,865	-	-	-	-	746,865
Assigned for:						
Capital projects	-	-	-	-	1,294,872	1,294,872
Subsequent year's budget	617,173	-	-	-	-	617,173
Unassigned	1,104,652	-	-	-	-	1,104,652
Total fund balances	2,468,690	856,281	-	52,243	1,294,872	4,672,086
Total liabilities, deferred inflows of resources and fund balances	\$ 3,014,865	\$ 960,916	\$ 291,637	\$ 924,154	\$ 1,611,435	\$ 6,803,007

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Item 2.

Total fund balances - governmental funds (Page 18) \$ 4,672,086

Amounts reported for governmental activities in the statement
of net position are different as a result of:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	\$ 16,800,897	
Accumulated depreciation	<u>(7,038,424)</u>	
		9,762,473

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Net pension liability	(1,501,951)	
Lease payable	(391,994)	
Accrued interest	(11,362)	
Compensated absences	<u>(27,368)</u>	
		(1,932,675)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds

Deferred outflow of resources relating to pensions	684,385	
Deferred inflow of resources relating to pensions	<u>(165,089)</u>	
		519,296

Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.

	\$ 245,740	
		<u>245,740</u>

Net position of governmental activities (Page 16)		<u><u>\$ 13,266,920</u></u>
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See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds					Total Governmental Funds
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	
Revenues:						
Property taxes	\$ 1,527,667	\$ -	\$ -	\$ -	\$ -	\$ 1,527,667
Local option sales tax	-	-	-	335,791	-	335,791
Utility service taxes	575,043	-	-	-	-	575,043
Franchise fees	701,794	-	-	-	-	701,794
Intergovernmental revenues	436,740	-	382,994	-	-	819,734
Charges for services	514,075	-	-	-	-	514,075
Licenses and permits	316,888	-	-	-	-	316,888
Special assessments	-	1,517,154	-	-	-	1,517,154
Fines and forfeitures	773,921	-	-	-	-	773,921
Miscellaneous revenues	1,860	-	-	-	63,600	65,460
Interest	37,092	5,376	-	50,452	-	92,920
Total revenues	4,885,080	1,522,530	382,994	386,243	63,600	7,240,447
Expenditures:						
Current:						
General government	1,572,114	-	-	-	-	1,572,114
Public safety	1,596,191	-	-	-	-	1,596,191
Physical environment	-	2,155,802	-	-	-	2,155,802
Debt service:						
Principal	3,261	88,484	-	-	-	91,745
Interest	24	15,963	-	-	-	15,987
Capital outlay	10,125	324,546	-	-	1,574,267	1,908,938
Total expenditures	3,181,715	2,584,795	-	-	1,574,267	7,340,777
Excess (deficiency) of revenues over (under) expenditures	1,703,365	(1,062,265)	382,994	386,243	(1,510,667)	(100,330)
Other financing sources:						
Proceeds from sale of capital assets	-	163,700	-	-	-	163,700
Issuance of debt - leases	-	239,346	-	-	-	239,346
Transfers in	-	263,548	-	-	2,140,990	2,404,538
Transfers out	(1,320,853)	(484,691)	(382,994)	(334,000)	-	(2,522,538)
Total other financing sources	(1,320,853)	181,903	(382,994)	(334,000)	2,140,990	285,046
Net change in fund balances	382,512	(880,362)	-	52,243	630,323	184,716
Fund balance - beginning of year	2,086,178	1,736,643	-	-	664,549	4,487,370
Fund balance - ending	\$ 2,468,690	\$ 856,281	\$ -	\$ 52,243	\$ 1,294,872	\$ 4,672,086

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds (Page 18) \$ 184,716

Amounts reported for governmental activities in the statement
of activities are different as a result of:

Governmental funds report capital outlay as an expenditure. However, the cost of those capital assets is eliminated in the statement of activities and capitalized in the statement of net position.

Expenditures for capital assets	1,908,938	
Less current year depreciation	(1,058,090)	
Amounts reported as capital outlay not included in capital assets (not capitalized)	(6,132)	844,716

Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Issuance of debt - leases	(239,346)	
Leases repayments	91,745	(147,601)

Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.

	245,740	245,740
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Some expenses reported in the statement of activities do not require the use of financial resources and, therefore, are not reported as expenditures in the governmental funds.

Change in net pension liability and related deferred amounts	(156,687)	
Deferred outflows of resources related to pensions	(38,044)	
Deferred inflow of resources related to pensions	69,399	
Accrued interest expense	(11,362)	
Current change in compensated absences	(2,004)	(138,698)

Change in net position of governmental activities (Page 17)	\$ 988,873	
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TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUND - SOLID WASTE
SEPTEMBER 30, 2024

	<u>ASSETS</u>	
Current assets:		
Cash and cash equivalents	\$	308,026
Due from other governments		3,600
Total assets		<u>311,626</u>
	<u>LIABILITIES</u>	
Current liabilities:		
Accounts payable		<u>67,479</u>
Total current liabilities		<u>67,479</u>
	<u>NET POSITION</u>	
Unrestricted		<u>244,147</u>
Total net position	\$	<u>244,147</u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION
PROPRIETARY FUND - SOLID WASTE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Item 2.

Operating revenues:	
Charges for services	\$ 586,929
Total operating revenues	<u>586,929</u>
Operating expenses:	
Solid waste contractor	680,186
Other expenses	<u>34,125</u>
Total operating expenses	<u>714,311</u>
Operating loss	<u>(127,382)</u>
Loss before transfers	(127,382)
Transfers in	<u>118,000</u>
Change in net position	<u>(9,382)</u>
Net position, beginning of year	<u>253,529</u>
Net position, ending	<u><u>\$ 244,147</u></u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Item 2.

	Solid Waste Fund
Cash flows from operating activities:	
Receipts from customers and users	\$ 586,929
Payments to suppliers	(702,353)
Operating grants	(691)
Net cash used in operating activities	<u>(116,115)</u>
Cash flows (used) by noncapital financing activities:	
Transfers from other funds	<u>118,000</u>
Net cash provided by noncapital financing activities	<u>118,000</u>
Net increase in cash and cash equivalents	1,885
Cash and cash equivalents, October 1	<u>306,141</u>
Cash and cash equivalents, September 30	<u>\$ 308,026</u>
Reconciliation of operating income (loss) to cash and cash equivalents used in operating activities:	
Operating income (loss)	<u>\$ (127,382)</u>
Adjustments to reconcile operating income (loss) to net cash used in operating activities:	
Changes in assets and liabilities:	
(Increase) decrease in:	
Due from other governments	(691)
Increase (decrease) in:	
Accounts payable	<u>11,958</u>
Total adjustments	<u>11,267</u>
Net cash used in operating activities	<u><u>\$ (116,115)</u></u>

See notes to basic financial statements

NOTES TO THE FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Loxahatchee Groves, Florida (the "Town") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The Town's significant accounting policies are described below.

Reporting Entity

The Town was incorporated on November 1, 2006, as a municipal corporation, in accordance with Chapter 2006-328 under the Laws of the State of Florida, and was established to conduct a government, perform municipal functions, and provide services to its citizens, as provided by the Constitution of the State of Florida. The Town operates under a Council-Manager form of government. The Town Council is responsible for legislative and fiscal control of the Town. A Town Manager is appointed by the Town Council and is responsible for the administration of all Town affairs placed in the manager's charge by charter or action of the Town Council.

As required by generally accepted accounting principles, these financial statements include the Town (the primary government) and its component units. Component units are legally separate entities for which the Town is financially accountable. The Town is financially accountable if:

1. it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization, or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Town,
- or
2. the organization is fiscally dependent on the Town and (1) there is a potential for the organization to provide specific financial benefits to the Town or (2) impose specific financial burdens on the Town.

Organizations for which the Town is not financially accountable are also included when doing so is necessary in order to prevent the Town's financial statements from being misleading.

Based upon application of the above criteria, the Town of Loxahatchee Groves has determined that the Loxahatchee Groves Water Control District of Palm Beach County, Florida (District) is the only legally separate entities to consider as a potential component unit.

Although the District is legally separate from the Town, effective June 26, 2018, the District became a dependent district of the Town of Loxahatchee Groves, Florida with the Town Council acting as the Board of Supervisors, therefore the District meets the first test of financial accountability. The District does not issue separate financial statements and is reported as a blended component unit as the Roads and Drainage Fund, a special revenue fund type.

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements, except for inter-fund services provided and used. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported instead as general revenues.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and the major individual enterprise fund are reported as separate columns in the fund financial statements.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses recorded when a liability is incurred, regardless of the timing of related cash flows. The Town does not accrue property tax revenues since the collection of these taxes coincides with the fiscal year in which levied, and since the Town consistently has no material uncollected property taxes at year end. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough afterwards to pay liabilities of the current period.

The Town considers revenues collected within 60 days of the year end to be available to pay liabilities of the current period.

Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures relating to compensated absences and claims and judgments are recorded only when payment is due. Property taxes, franchise taxes, licenses, interest revenue, intergovernmental revenues, and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

General Fund -This fund is the Town's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

Transportation Fund – This fund accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

Local Option Sales Tax Fund – This fund accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road and Drainage Fund – This fund accounts for the activities of the Town's dependent water control district.

Capital Improvement Fund – This fund accounts for the activity of long-lived capital improvements within the Town.

Proprietary Fund

The Town reports one major proprietary fund, the Solid Waste Fund, to account for the Town's residential solid waste operations, which are financed primarily by user charges.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's Solid Waste Fund are charges to customers for sales and services. Operating expenses for the Enterprise Fund include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Cash and Cash Equivalents

Cash and cash equivalents include amounts on deposit in demand accounts, money market accounts and certificate of deposits.

Statement of Cash Flows

For purposes of the statement of cash flows, the Town considers all short-term investments that are highly liquid to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items in governmental funds are accounted for using the consumption method.

Interfund Transactions

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to" or "due from other funds". Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

Transfers and interfund balances totally within governmental activities and those that are totally within business-type activities are eliminated and not presented in the government-wide financial statements. Transfers and balances between governmental and business-type activities are presented in the government-wide financial statements.

Capital Assets

Capital assets are reported in the government-wide financial statements. Capital assets, excluding infrastructure assets, are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value.

Depreciation has been provided over the useful lives using the straight-line method. The estimated useful lives are as follows:

Equipment	4 to 10 years
Buildings	15 to 40 years
Infrastructure	5 to 50 years

Compensated Absences

It is the Town's policy to permit employees to accumulate, within certain limits, earned but unused paid time off benefits, which will be paid to employees upon separation from the Towns' service. The Town uses the vesting method to accrue paid time off for employees who are eligible to receive payments upon separation, as well as those expected to become eligible in the future. A liability for accrued compensated absences of the governmental activities is not reported in the balance sheet of the governmental funds and, accordingly, represents a reconciling item between the fund and government-wide presentations.

Compensated absences are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund only if they have matured.

Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The Town reports deferred outflows for pension items in connection with its participation in the Florida Retirement System in the government-wide statement of net position. These deferred pension charges are either (a) recognized in the subsequent period as a reduction of the net pension liability (which includes pension contributions made after the measurement date) or (b) amortized in a systematic and rational method as pension expense in future periods.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Inflows of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. There are three types of items that qualify for reporting in this category:

1. Pension items in connection with the Town's participation in the Florida Retirement System are reported in the government-wide statement of net position. These deferred pension charges are amortized in a systematic and rational method as pension expense in future periods.
2. Business tax receipts that are received by the Town prior to the period for which the taxes are levied are reported as deferred inflows on both the government-wide statement of net position and on the governmental funds balance sheet.
3. Special assessments that are not received within 60 days of the end of the fiscal year do not meet the availability criterion of the modified accrual basis of accounting, and therefore are reported as deferred inflows only on the governmental funds balance sheet.

Assessments

Maintenance assessments are non-ad valorem assessments on all platted lots within the District. Assessments are levied each November 1 on property as of the previous January 1 to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

Debt assessments are non-ad valorem assessments on certain benefited property within the District. Debt assessments were levied over ten years to pay for the debt service related to the Series 2011 Note which was issued to pay for four roadway pavement projects and a roadway bridge culvert crossing. Debt assessments receivable recorded in the Roads and Drainage Fund represent the balance of outstanding assessments levied by the Town to repay the outstanding debt. Debt assessments receivable are collected in annual installments in amounts sufficient to meet the annual debt service requirements in the same manner as maintenance assessments. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts of assets, deferred outflows and inflows, liabilities, disclosure of contingent liabilities, revenues, and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables and the useful lives of capital assets. Although those estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

Net Position

Net position is the residual of all other elements presented in a statement of financial position. Net position is displayed in three categories: 1) net investment in capital assets, 2) restricted, 3) unrestricted. Net position invested in capital assets consists of capital assets reduced by accumulated depreciation. Net position is reported as restricted when there are legal limitations imposed on their use by Town legislation or external restrictions by other governments, creditors, or grantors. Unrestricted net position consists of all net position that does not meet the definition of either of the other two components.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance

There are five possible classifications of fund balance:

- Nonspendable fund balance represents amounts that are not in spendable form or are legally or contractually required to be maintained intact.
- Restricted fund balance represents amounts that can be spent only for specific purposes stipulated by external providers (e.g. creditors, grantors, contributor, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance represents amounts that can be used only for the specific purposes pursuant to constraints imposed by Town Council by the adoption of an ordinance, the Town's highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by the adoption of an ordinance.
- Assigned fund balance includes spendable fund balance amounts that are intended to be used for specific purposes that are considered neither restricted nor committed. In accordance with the Town's fund balance policy, the Town Council or Town Manager may make assignments.
- Unassigned fund balance is the residual fund balance classification for the general fund. It is also used to report negative fund balances in other governmental funds.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed. The Town will first use committed fund balance, then assigned fund balance, and then unassigned fund balance when expenditures are incurred for purposes for which any of the unrestricted fund balance classifications could be used.

Unassigned Fund Balance/Unrestricted Net Position

Maintaining an adequate fund balance or net position is essential to the Town's financial health. The unassigned fund balance and unrestricted net position will be considered adequate between a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the General Fund; and minimum of 0% and a maximum of 25% of the current year's operating appropriations, including transfers, will be considered adequate unrestricted net position for the Enterprise Funds.

In the event that sufficient unassigned fund balance/unrestricted net position targets are not met, a proposed revenue enhancement and/or service level reduction plan to achieve the target will be submitted to the Council for the subsequent year budget consideration. The replenishment to the expected minimum level shall be completed within five years.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Data

The Town follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to September 1, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of two resolutions – one establishing a milage rate and another adopting the final budget.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

Budgetary Data (Continued)

4. The Town prepares and adopts budgets for the General Fund, Roads and Drainage Fund, Local Option Sales Tax Fund, and Transportation Fund. No differences exist between the budgetary and GAAP basis of accounting. Budgeted amounts are as originally adopted, or as amended by the Town Council. If, at any time during the fiscal year, it appears probable to the Town Manager that the revenues available will be insufficient to meet the amount appropriated, the Town Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly. The legal level of control (level of which expenditures may not exceed the budget) is at the fund level for the General Fund, Roads and Drainage Fund, Local Option Sales Tax Fund, and Transportation Fund.
5. Appropriations along with encumbrances lapse on September 30.
6. During the fiscal year ended September 30, 2024, there were no supplemental appropriations.

At September 30, 2024, there were \$731,632 of encumbrances in the Capital Improvement Program Fund.

Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessment are also designed to assure a consistent property valuation method statewide.

The tax levy of the Town is established by the Town Council prior to October 1 of each year, and the Palm Beach County Property Appraiser incorporates the Town's millages into the total tax levy, which includes Palm Beach County and Palm Beach County School Board tax requirements. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$10 per \$1,000 of assessed taxable valuation). The tax rate for the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU) is included in the 10 mills. On September 30, 2024, the MSTU millage rate was 3.4581 mills and the millage rate assessed by the Town was 3.0 for a total of 6.4581 mills (\$6.4581 per \$1,000 of taxable assessed valuation).

All property is reassessed according to its fair market value January 1 of each year, which is also the lien date. In November 1992, a Florida constitutional amendment was approved by the voters which provides for limiting the increases in homestead property valuations for Ad Valorem tax purposes to a maximum of 3% annually and also provides for reassessment of market values upon changes in ownership. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all the appropriate requirements of state statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. Taxes may be paid less a discount beginning November 1. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February.

The taxes paid in March are without discount. All unpaid taxes become delinquent on April 1, following the year in which they are assessed. On or prior, to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. After the sale, tax certificates bear interest of 18% per year or any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Delinquent taxes on personal property bear interest of 18% per year until the tax is satisfied either by seizure and sale of the property or by the five year statute of limitations.

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

As of September 30, 2024, the carrying amounts of the Town's deposits and bank balances were \$4,171,097. All cash deposits are covered by FDIC insurance or the multiple financial institution collateral pool administered by the State of Florida. The collateral pool was created pursuant to the Florida Security for Deposits Act, Chapter 280, Florida Statutes. The Town also had \$300 of petty cash.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

Deposits (continued)

The collateral pool consists of assets pledged to the State Treasurer by financial institutions that comply with the requirements of Florida Statutes and have been thereby designated as "qualified public depositories". Therefore, the Town's entire bank balance \$4,171,097 is insured either by Federal depository insurance or is collateralized with securities pursuant to the Florida Security for Public Deposits Act. The Town's deposits at year end are considered insured for custodial credit risk purposes.

Investments

The Town adopted an investment policy on August 5, 2008, which is consistent with the requirements of State Statute 218.415. In accordance with Section 218.415 of the Florida Statutes, the Town is authorized to invest in obligations of the U.S. Treasury, its agencies and instrumentalities and in the Local Government Surplus Trust Funds administered by the State Board of Administration (SBA). The policy was subsequently amended to include the Florida Municipal Investment Trust administered by the Florida League of Cities.

The Florida Municipal Investment Trust (FMIvT) was created under the laws of the State of Florida to provide eligible units of local government with an investment vehicle to pool their surplus funds and to reinvest such funds in one or more investment portfolios under the direction and daily supervision of an investment advisor. The Florida League of Cities serves as the administrator, investment manager and secretary-treasurer of the Trust.

The FMIvT is a Local Government Investment Pool and is considered an external investment pool for GASB reporting purposes. The Town reports its investment in the FMIvT at fair value in accordance with the GASB 72 fair value hierarchy.

GASB 72 requires governments to disclose the fair value hierarchy for each type of asset or liability measured at fair value in the notes to the financial statements. The standard also requires governments to disclose a description of the valuation techniques used in the fair value measurement and any significant changes in valuation techniques. GASB 72 establishes a three tier fair value hierarchy. The hierarchy is based on valuation inputs used to measure the fair value as follows:

Level 1: Inputs are directly observable, quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs are other than quoted prices included within Level 1 that are for the asset or liability, either directly or indirectly. These inputs are derived from or corroborated by observable market data through correlation or by other means.

Level 3: Inputs are unobservable inputs used only when relevant Level 1 and Level 2 inputs are unavailable.

The level in which an asset is assigned is not indicative of its quality but an indication of the source of valuation inputs.

As of September 30, 2024, the Town had \$1,056,415 invested in the FMIvT 0-2 Year High Quality Bond Fund, which was categorized as Level 2 and was valued using a matrix pricing technique. Matrix pricing values securities based on the securities relationship to benchmark quoted prices. The weighted average maturity was 0.9 years and the fund was rated AAAf/S1 by Fitch.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Town's investment policy states that interest rate risk will be minimized by:

1. Structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated nor amortized:				
Land	\$ 573,337	\$ -	\$ -	\$ 573,337
Construction in progress	1,045,942	-	(1,045,942)	-
Total capital assets, not being depreciated nor amortized	1,619,279	-	(1,045,942)	573,337
Capital assets, being depreciated and amortized:				
Building	563,256	-	-	563,256
Equipment	1,504,782	89,195	-	1,593,977
Equipment - leases	406,197	239,346	-	645,543
Infrastructure	10,804,577	2,620,207	-	13,424,784
Total capital assets, being depreciated and amortized	13,278,812	2,948,748	-	16,227,560
Less: accumulated depreciation and amortization for:				
Building	(175,366)	(14,581)	-	(189,947)
Equipment	(1,092,855)	(93,744)	-	(1,186,599)
Equipment - leases	(131,445)	(137,095)	-	(268,540)
Infrastructure	(4,580,668)	(812,670)	-	(5,393,338)
Total accumulated depreciation and amortization	(5,980,334)	(1,058,090)	-	(7,038,424)
Total capital assets, being depreciated and amortized, net	7,298,478	1,890,658	-	9,189,136
Governmental activities capital assets, net	\$ 8,917,757	\$ 1,890,658	\$ (1,045,942)	\$ 9,762,473

Depreciation expense of \$14,230 was charged to the general government function and \$1,043,860 was charged to the physical environment functions of the Town.

NOTE 5 – LONG-TERM LIABILITIES

Changes in Long-Term Liabilities

The following is a summary of changes in the long-term liabilities during the fiscal year.

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated absences	\$ 25,364	\$ 2,004	\$ -	\$ 27,368	\$ 6,842
Net pension liability	1,345,264	156,687	-	1,501,951	-
Lease liability	244,393	239,346	(91,745)	391,994	112,340
	<u>\$ 1,615,021</u>	<u>\$ 398,037</u>	<u>\$ (91,745)</u>	<u>\$ 1,921,313</u>	<u>\$ 119,182</u>

Compensated absences and net pension liabilities are expected to be paid out of the General and Roads and Drainage funds.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 6 – OTHER POST EMPLOYMENT BENEFITS (OPEB)

At September 30, 2024, management has determined the amount of OPEB liabilities of the Town were not significant, therefore no liability or expense was recorded.

NOTE 7 – FLORIDA RETIREMENT SYSTEM

General Information

All full-time employees participate in the Florida Retirement System (FRS). The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees.

The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the Florida Retirement System Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost sharing multiple employer defined benefit pension plan, to assist retired members of any state administered retirement system in paying the costs of health insurance.

Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000 or calling toll free at 877-377-1737. The report is also available at the Florida Department of Management Services web site www.dms.myflorida.com.

Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRSP) and the Florida Retirement System Health Insurance Subsidy Program and additions to/deduction from the FRSP and HIS fiduciary net position have been determined on the same basis as they are reported by FRSP and HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Plan Description

The FRS Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class
- Senior Management Service Class

Employees enrolled in FRS prior to July 1, 2011, vest at six years of creditable service and employees enrolled in FRS on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service.

Section 121.091, Florida Statutes, permits employees eligible for normal retirement under FRS to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan

Benefits Provided

Benefits under FRS are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

The following table shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age / Years of Service</u>	<u>% Value</u>
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or with 31 years of service	1.63
Retirement up to age 64 or with 32 years of service	1.65
Retirement up to age 65 or with 33 or more years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or with 34 years of service	1.63
Retirement up to age 67 or with 35 years of service	1.65
Retirement up to age 68 or with 36 or more years of service	1.68
Special Risk Class	
Service from December 1, 1970 through September 30, 1974	2.00
Service on or after October 1, 1974	3.00
Senior Management Service Class	
	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year.

The employer contribution rates by job class For the fiscal year ended September 30, 2024 were as follows:

<u>Class</u>	<u>July 1, 2023 through June 30, 2024</u>	<u>July 1, 2024 through September 30, 2024</u>
Regular class	13.57%	13.63%
Senior management service class	34.52%	34.52%
Special risk class	32.67%	32.79%
DROP	21.13%	21.13%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Contributions (continued)

Except for the DROP, the employer contribution rates include a 2.00% HIS Plan subsidy. The rates also include 0.06% for administrative costs of the Public Employee Optional Retirement Program.

For the fiscal year ended September 30, 2024, the Town made contributions of \$155,527 to the Pension Plan and the Town's employees made contributions of \$25,298, for total contributions of \$180,825.

Pension Liabilities and Pension Expense

At September 30, 2024, the Town reported a liability of \$1,018,064 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town's proportionate share of the net pension liability was based on the Town's 2023-2024 plan year contributions relative to the 2023-2024 plan year contributions of all participating members. At June 30, 2024, the Town's proportionate share was 0.002631695 percent, which was an increase of 0.000170331 percent from its proportionate share measured as of June 30, 2023.

For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$235,085 related to FRS.

Deferred Outflows and Inflows of Resources Related to Pensions

The Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 102,852	\$ -
Change of assumptions	139,535	-
Net difference between projected and actual earnings on FRS pension plan investments	-	67,666
Changes in proportion and differences between Authority FRS contributions and proportionate share of contributions	182,520	13,741
Authority FRS contributions subsequent to measurement date	30,500	-
Total	<u>\$ 455,407</u>	<u>\$ 81,407</u>

The deferred outflows of resources totaling \$30,500 resulting from Town contributions to FRS subsequent to the measurement date but before the end of the Town's reporting period will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year End	Deferred Outflows/(Inflows), net
2025	\$ 68,195
2026	206,113
2027	42,243
2028	14,650
2029	12,299
Total	<u>\$ 343,500</u>

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2024
Measurement date	June 30, 2024
Inflation	2.40%
Salary Increases	3.50%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation
Mortality	PUB-2010 base table varies by member category and sex; projected generationally with Scale MP-2018
Actuarial cost method	Individual Entry Age

The actuarial assumptions used in the July 1, 2024, valuation were based on the certain results of an actuarial experience study of the FRS for the period July 1, 2014 through June 30, 2019.

The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) a real return of 4.20%; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2024 by the FRS Actuarial Assumption Conference.

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation ¹	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed income	29.0%	5.7%	5.6%	3.9%
Global equity	45.0%	8.6%	7.0%	18.2%
Real estate	12.0%	8.1%	6.8%	16.6%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.6%	6.2%	8.7%
	<u>100%</u>			
Assumed inflation-Mean			2.4%	1.5%

Note: (1) As outlined in the Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Town's proportionate share of the net pension liability	\$ 1,790,738	\$ 1,018,064	\$ 370,785

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan

At September 30, 2024, the Town did not have a payable for outstanding contributions to the Pension Plan for the fiscal year ended September 30, 2024.

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Retiree Health Insurance Subsidy (HIS) Program

Benefits Provided

For the fiscal year ended September 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2024, the HIS contribution was 2.00%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town's contributions to the HIS Plan totaled \$27,734 for the fiscal year ended September 30, 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Pension Liabilities and Pension Expense

At September 30, 2024, the Town reported a liability of \$483,887 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024.

The Town's proportionate share of the net pension liability was based on the Town's 2023-2024 plan year contributions relative to the 2023-2024 plan year contributions of all participating members. At June 30, 2024, the Town's proportionate share was 0.003225705 percent, which was an increase of 0.000930653 percent from its proportionate share measured as of June 30, 2024.

For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$23,637.

Deferred Outflows and Inflows of Resources Related to Pensions

In addition, the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 4,672	\$ 929
Change of assumptions	8,564	57,286
Net difference between projected and actual earnings on FRS pension plan investments	-	175
Changes in proportion and differences between Authority FRS contributions and proportionate share of contributions	209,712	25,292
Authority FRS contributions subsequent to measurement date	6,030	-
	<u>\$ 228,978</u>	<u>\$ 83,682</u>

The deferred outflows of resources totaling \$6,030 resulting from Town contributions to HIS subsequent to the measurement date but before the end of the Town's reporting period will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year End	Deferred Outflows/(Inflows), net
2025	\$ 35,691
2026	36,465
2027	21,460
2028	19,570
2029	20,109
Thereafter	5,971
Total	<u>\$ 139,266</u>

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Actuarial Assumptions

The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2024
Measurement date	June 30, 2024
Inflation	2.40%
Salary Increases	3.50%, average, including inflation
Municipal bond rate	3.93%
Investment rate of return	N/A
Mortality	Generational PUB-2010 base table varies by member category and sex; projected generationally with Scale MP-2018
Actuarial cost method	Individual Entry Age

For the July 1, 2024 valuation date the municipal bond rate changed from 3.65% to 3.93%.

The actuarial assumptions used in the July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2014 through June 30, 2019.

Discount Rate

The discount rate used to measure the total pension liability was 3.93%, which increased from the discount rate of 3.65% as of June 30, 2023. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date.

Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.93%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.93%) or one percentage point higher (4.93%) than the current rate:

	1% Decrease 2.93%	Current Discount Rate 3.93%	1% Increase 4.93%
Town's proportionate share of the net pension liability	\$ 550,843	\$ 483,887	\$ 428,303

Pension Plan Fiduciary Net Position

Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan

At September 30, 2024, the Town did not have a payable for outstanding contributions to the HIS Plan for the fiscal year ended September 30, 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Summary Data

The following table provides a summary of significant information related to the Florida Retirement System defined benefit plans for the year ended September 30, 2024.

Plan	NET PENSION LIABILITY	DEFERRED OUTFLOW OF RESOURCES	DEFERRED INFLOW OF RESOURCES	PENSION EXPENSE
Florida Retirement System (FRS)	\$ 1,018,064	\$ 455,407	\$ (81,407)	\$ 235,085
Florida Retirement System (HIS)	483,887	228,978	(83,682)	23,637
Totals	<u>\$ 1,501,951</u>	<u>\$ 684,385</u>	<u>\$ (165,089)</u>	<u>\$ 258,722</u>

Investment Plan

Plan Description

The Florida Retirement System Investment Plan is a defined contribution retirement plan qualified under Section 401(a) of the Internal Revenue Code. The Florida Legislature enacted the plan during the 2000 legislative session, and amendments to the plan can only be made by an act of the Florida Legislature. The Investment Plan is administered by the State Board of Administration of Florida. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature.

Funding Policy

The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the defined benefit Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

Participating employers are required to make contributions based upon statewide contributions rates. The contribution rates by job class for the Town's employees for the fiscal year ended September 30, 2024, are as follows:

Class	July 1, 2023 through June 30, 2024	July 1, 2024 through September 30, 2024
Regular class	13.57%	13.63%
Senior management service class	34.52%	34.52%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Investment Plan (Continued)

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2024, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Town.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options.

Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town's Investment Plan pension expense totaled \$81,198 for the fiscal year ended September 30, 2024.

NOTE 8 – INTERFUND ACTIVITY

Receivables and Payables

The composition of interfund balances as of September 30, 2024 is as follows:

Receivable Fund	Payable Fund	Amount
General	Transportation	\$ 291,637
General	Local Option Sales Tax	871,911
	Total	<u>\$ 1,163,548</u>

The interfund balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All of the above amounts are expected to be repaid shortly after year-end from available current assets and next year funding.

Transfers

Interfund transfers during the year ended September 30, 2024, are as follows:

Transfers Out	Transfers In	Amount	Purpose
General	Capital Improvements	\$ 1,202,853	To provide capital funds
General	Solid Waste	118,000	To provide operational funds
Transportation	Roads and Drainage	263,548	To provide operational funds
Transportation	Capital Improvements	119,446	To provide capital funds
Roads and Drainage	Capital Improvements	484,691	To provide capital funds
Local Option Sales Tax	Capital Improvements	334,000	To provide capital funds
		<u>\$ 2,522,538</u>	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 9 – LEASES

In July 10, 2021, the Town entered into a three (3) year lease as lessee for a utility tractor. A lease liability was recorded as of July 10, 2021 in the amount of \$157,812. The Town is required to make annual fixed payments of \$55,426. The lease has a fixed interest rate of 3.54%.

In January 1, 2023, the Town entered into a three (3) year lease as lessee for a motor grader. A lease liability was recorded as of January 1, 2023 in the amount of \$236,620. The Town is required to make annual fixed payments of \$49,021. The lease has an imputed interest rate of 7.50%.

In June 18, 2019, the Town entered into a five (5) year lease as lessee for a copier. A lease liability was recorded as of October 1, 2021 in the amount of \$11,765. The Town is required to make monthly fixed payments of \$365. The lease has an imputed interest rate of 1.77%.

In January 10, 2024, the Town entered into a three (3) year lease as lessee for a utility vehicle. An initial lease liability was recorded in the amount of \$239,346. The Town is required to make monthly fixed payments of \$90,476. The lease has an imputed interest rate of 6.56%.

The following schedule details minimum lease payments to maturity for the Town's leases payable at September 30, 2024:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	\$ 112,340	\$ 27,158	\$ 139,498
2026	194,752	19,433	214,185
2027	84,902	5,575	90,477
	<u>\$ 391,994</u>	<u>\$ 52,166</u>	<u>\$ 444,160</u>

NOTE 10 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The Town has joined with other municipalities in the State participating in the Florida League of Cities Municipal Self Insurance Program, (the Program) a public entity risk pool currently operating as a common risk management and insurance program. The inter-local agreement with the Florida League of Cities Municipal Self Insurance Program provides that the Program will be self-sustaining through member premiums and will reinsure through commercial companies.

Florida Statutes limit the Town's maximum loss for most liability claims to \$200,000 per person and \$300,000 per occurrence under the Doctrine of Sovereign Immunity. However, under certain circumstances, a plaintiff can seek to recover damages in excess of statutory limits by introducing a claims bill to the Florida Legislature. The limits addressed in Florida Statutes do not apply to claims filed in Federal courts. There have been no significant reductions in insurance coverage in the prior year. No settlements exceeded insurance coverage for the past three years.

The Town is a defendant in various lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of these lawsuits cannot be determined at the present time, it is the opinion of legal counsel that the likelihood of unfavorable outcome and the amounts of potential losses cannot be reasonably determined for all claims at this time.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Agreement with Palm Beach County for Law Enforcement Services

On June 6, 2017, the Town executed a new agreement with Palm Beach County for law enforcement services, for an annual amount of \$610,000 for the fiscal year ending September 30, 2018. Absent a notice of termination, the agreement renews annually subject to the costing proposal by the Sheriff. Effective October 1, 2018, the first amendment to the contract was for an annual amount of \$622,200 for the fiscal year ending September 30, 2020. The second amendment was approved September 27, 2019 for an additional twelve months at the same amount. The third amendment was approved September 8, 2020 for an additional twelve months at the same amount. The fourth amendment was approved August 8, 2021 for an additional twelve months at the same amount.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 2.

NOTE 11– COMMITMENTS AND CONTINGENCIES (CONTINUED)

Fire Protection and Emergency Medical Services

The Town has opted into the County's Fire-Rescue Municipal Services Taxing Unit ("MSTU") for the provision of fire rescue, fire protection, and related services from the County. The tax for the MSTU is included in the maximum 10 mills the Town is legally allowed to assess. On September 30, 2024, the MSTU millage rate was 3.4581 mills.

Solid Waste and Recycling Collection Franchise Agreement

In September 2019, the contract for waste and recycling collection services was awarded to Coastal Waste & Recycling of Palm Beach County, LLC effective October 1, 2019 through December 31, 2026. There are two renewal options in this agreement each for an additional two-year period. The contract also grants the contractor the exclusive right to provide service directly to commercial operations. The contract provides for the ability to adjust rates; accordingly, commercial rates were increased to market values based on local rates for commercial solid waste services in neighboring municipalities effective October 1, 2022 resulting in a corresponding decrease in residential rates to \$400 per unit effective January 1, 2023.

Lines of Credit

On December 10, 2020, the Town entered into a \$500,000 Emergency Revolving Line of Credit with Bank United, at a variable interest rate equal to Prime Rate, but not less than 3.25% adjusted on the 1st day of each month. The Emergency Revolving Line of Credit is to provide emergency funds until such time as FEMA or State proceeds are received or is to be repaid by budgeted non-ad valorem revenues. The Emergency Revolving Line of Credit is valid for twelve months unless renewed. There have been no draws on the line of credit.

On June 7, 2022, the line was renewed for an additional thirty-six months at an interest rate of the Bank United Prime Rate.

Approved Bonds

On March 15, 2017, a referendum to use gas tax funds and if necessary, infrastructure sales tax funds, in support of issuing bonds in an amount not to exceed \$6,000,000 for new road construction was approved. On June 6, 2017, the Town Council approved Resolution No. 2017-31 authorizing the issuance of Roadway Improvement Revenue Bonds not exceeding \$6,000,000 and pledging the Town's Gas Tax Revenues and Sales Surtax Revenues; however, no Bonds have been issued as of April 30, 2025.

On March 12, 2019, a referendum authorizing the issuance of Bonds not to exceed \$4,000,000 to finance the fifty percent owner contribution portion of the costs of roadway improvements to be repaid by special assessments from the affected property owners, known as the 50% bonds; however, no Bonds have been issued as of April 30, 2025.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Property taxes	\$ 1,502,208	\$ 1,502,208	\$ 1,527,667	\$ 25,459
Utility service taxes	496,000	496,000	575,043	79,043
Franchise fees	636,800	636,800	701,794	64,994
Intergovernmental revenues	422,000	422,000	436,740	14,740
Charges for services	391,500	391,500	514,075	122,575
Licenses and permits	260,000	260,000	316,888	56,888
Fines and forfeitures	10,000	10,000	773,921	763,921
Miscellaneous revenues	1,000	1,000	1,860	860
Interest	5,000	5,000	37,092	32,092
Total revenues	<u>3,724,508</u>	<u>3,724,508</u>	<u>4,885,080</u>	<u>1,160,572</u>
Expenditures:				
General government	1,487,056	1,487,056	1,630,601	(143,545)
Law enforcement	661,000	661,000	660,092	908
Planning, zoning, and code enforcement	700,330	700,330	887,737	(187,407)
Debt service				
Principal	-	-	3,261	(3,261)
Interest	-	-	24	(24)
Total expenditures	<u>2,848,386</u>	<u>2,848,386</u>	<u>3,181,715</u>	<u>(333,329)</u>
Excess (deficiency) of revenues over (under) expenditures before other financing uses	<u>876,122</u>	<u>876,122</u>	<u>1,703,365</u>	<u>827,243</u>
Other financing sources:				
Transfer in	506,059	506,059	-	506,059
Transfer out	(1,382,181)	(1,382,181)	(1,320,853)	(61,328)
Total other financing sources	<u>(876,122)</u>	<u>(876,122)</u>	<u>(1,320,853)</u>	<u>444,731</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>382,512</u>	<u>\$ (382,512)</u>
Fund balance - beginning of year			<u>2,086,178</u>	
Fund balances - ending			<u>\$ 2,468,690</u>	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - ROADS AND DRAINAGE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Special assessments	\$ 1,530,757	\$ 1,530,757	\$ 1,517,154	\$ (13,603)
Miscellaneous revenues	5,000	5,000	-	(5,000)
Interest	-	-	5,376	5,376
Total revenues	1,535,757	1,535,757	1,522,530	(13,227)
Expenditures:				
Public works	2,262,610	2,262,610	2,155,802	106,808
Debt service				
Principal	-	-	88,484	(88,484)
Interest	-	-	15,963	(15,963)
Capital outlay	12,333	12,333	324,546	(312,213)
Total expenditures	2,274,943	2,274,943	2,584,795	(309,852)
Excess (deficiency) of revenues over (under) expenditures before other financing uses	(739,186)	(739,186)	(1,062,265)	(323,079)
Other financing sources:				
Proceeds from sale of capital assets	-	-	163,700	(163,700)
Issuance of debt - leases	-	-	239,346	(239,346)
Transfer in	1,223,877	1,223,877	263,548	960,329
Transfers out	(484,691)	(484,691)	(484,691)	-
Total other financing sources	739,186	739,186	181,903	557,283
Net change in fund balance	\$ -	\$ -	(880,362)	\$ 880,362
Fund balance - beginning of year			1,736,643	
Fund balances - ending			\$ 856,281	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - TRANSPORTATION FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Intergovernmental revenues	\$ 406,386	\$ 406,386	\$ 382,994	\$ (23,392)
Total revenues	406,386	406,386	382,994	(23,392)
Expenditures:	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures before other financing uses	406,386	406,386	382,994	(23,392)
Other financing sources:				
Transfers out	(406,386)	(406,386)	(382,994)	(23,392)
Total other financing sources	(406,386)	(406,386)	(382,994)	(23,392)
Net change in fund balance	\$ -	\$ -	-	\$ -
Fund balance - beginning of year			-	
Fund balances - ending			\$ -	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - LOCAL OPTION SALES TAX
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Local option sales tax	\$ 334,000	\$ 334,000	\$ 335,791	\$ 1,791
Interest	-	-	50,452	50,452
Total revenues	334,000	334,000	386,243	52,243
Expenditures:	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures before other financing uses	334,000	334,000	386,243	52,243
Other financing sources:				
Transfers out	(334,000)	(334,000)	(334,000)	-
Total other financing sources	(334,000)	(334,000)	(334,000)	-
Net change in fund balance	\$ -	\$ -	52,243	\$ (52,243)
Fund balance - beginning of year			-	
Fund balances - ending			\$ 52,243	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2024

Item 2.

Note 1 - Basis of Accounting

Budgetary comparison schedules are presented for the General, Roads and Drainage, Local Option Sales Tax, and Transportation Funds, as required by generally accepted accounting principles. The budgetary process is described in Note 2 to the financial statements. Budgets are adopted on a basis consistent with generally accepted accounting principles.

Note 2 - Stewardship, Compliance, and Accountability

Appropriations are legally controlled at the fund level for all funds. Expenditures may not legally exceed budgeted appropriations at that level. During the fiscal year ended September 30, 2024, expenditures exceeded appropriations in the following:

General Fund	
General Government	\$ 139,891
Planning, zoning, and code enforcement	191,061
Principal	3,261
Interest	24
Roads and Drainage Fund	
Principal	88,484
Interest	15,963
Capital Outlay	31,213

The increase in the General Fund for general government expenditures was caused by a greater than anticipated need for legal services. The increase in the General Fund for Planning, zoning, and code enforcement was caused by a greater than anticipated need for cost recovery expenditures and professional services. The debt service expenditures and capital outlay unfavorable variances were caused by the adoption of GASBS 87.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required FRS contribution	\$ 32,722	\$ 34,576	\$ 10,252	\$ 7,440	\$ 18,804	\$ 31,920	\$ 39,460	\$ 78,346	\$ 98,784	\$ 155,527
FRS contributions in relation to the contractually required contribution	(32,722)	(34,576)	(10,252)	(7,440)	(18,804)	(31,920)	(39,460)	(78,346)	(98,784)	(155,527)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	251,455	226,503	172,507	101,638	194,113	208,324	259,237	486,879	586,004	843,243
FRS contribution as a percentage of covered payroll	13.01%	15.27%	5.94%	7.32%	9.69%	15.32%	15.22%	16.09%	16.86%	18.44%

Note: Additional years will be presented as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Town's proportion of the FRS net pension liability	0.135400%	0.001291%	0.001154%	0.000988%	0.000639%	0.001917%	0.001944%	0.002223%	0.002461%	0.002632%
Town's proportionate share of the FRS net pension liability	\$ 174,891	\$ 326,010	\$ 341,211	\$ 297,710	\$ 220,163	\$ 830,747	\$ 146,815	\$ 827,034	\$ 980,776	\$ 1,018,064
Town's covered payroll	248,765	246,765	172,507	137,170	126,272	164,358	186,642	456,111	517,012	863,052
Town's proportionate share of the FRS net pension liability as a percentage of covered payroll	70.30%	132.11%	197.80%	217.04%	174.36%	505.45%	78.66%	181.32%	189.70%	117.96%
FRS Plan fiduciary net position as a percentage of the total pension liability	92.00%	84.88%	83.89%	84.26%	82.61%	78.85%	96.40%	82.89%	82.38%	83.70%
Assumption changes discount rate	7.65%	7.60%	7.10%	7.00%	6.90%	6.80%	6.80%	6.70%	6.70%	6.70%

Note: The above amounts are as of the plan fiscal year, which ends on June 30.

The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees. The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM (HIS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required HIS contribution	\$ 4,174	\$ 3,760	\$ 2,863	\$ 4,666	\$ 7,696	\$ 11,377	\$ 11,906	\$ 13,929	\$ 16,894	\$ 27,734
HIS contributions in relation to the contractually required contribution	(4,174)	(3,760)	(2,863)	(4,666)	(7,696)	(11,377)	(11,906)	(13,929)	(16,894)	(27,734)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	251,455	226,503	172,507	281,084	463,608	685,328	717,238	839,121	954,324	1,386,694
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.77%	2.00%

Note: The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM (HIS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Town's proportion of the HIS net pension liability	0.001407%	0.001433%	0.001379%	0.001063%	0.000925%	0.001982%	0.001860%	0.002193%	0.002295%	0.003226%
Town's proportionate share of the HIS net pension liability	\$ 143,455	\$ 167,037	\$ 147,409	\$ 112,557	\$ 103,460	\$ 241,949	\$ 228,185	\$ 232,314	\$ 364,485	\$ 483,887
Town's covered payroll	248,765	246,765	172,507	347,343	305,943	530,083	503,314	815,814	909,241	1,372,707
Town's proportionate share of the HIS net pension liability as a percentage of covered payroll	57.67%	67.69%	85.45%	32.41%	33.82%	45.64%	45.34%	28.48%	40.09%	35.25%
HIS Plan fiduciary net position as a percentage of the total pension liability	0.50%	0.97%	1.64%	2.15%	2.63%	3.00%	3.56%	4.81%	4.12%	4.80%
Assumption changes discount rate	3.80%	2.85%	3.58%	3.87%	3.50%	2.21%	2.16%	3.54%	3.65%	3.93%

Note: The above amounts are as of the plan fiscal year, which ends on June 30.

The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees. The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

STATISTICAL SECTION

STATISTICAL SECTION

This part of the Town of Loxahatchee Groves' annual comprehensive financial report presents detailed unaudited information as a context for understanding what the information in the financial statement, note disclosures, and required supplementary information says about the Town's overall financial health.

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TOWN OF LOXAHATCHEE GROVES, FLORIDA
Net Position By Component
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017	2018	2019
Governmental activities:					
Net investment in capital assets	\$ 1,856,215	\$ 3,165,292	\$ 3,962,198	\$ 4,652,258	\$ 4,989,272
Restricted	1,266,673	1,035,067	1,163,010	1,973,806	2,481,866
Unrestricted	1,633,875	2,101,301	1,302,320	331,416	560,522
Total governmental activities net position	<u>\$ 4,756,763</u>	<u>\$ 6,301,660</u>	<u>\$ 6,427,528</u>	<u>\$ 6,957,480</u>	<u>\$ 8,031,660</u>
Business-type activities					
Unrestricted	<u>\$ 29,594</u>	<u>\$ 28,097</u>	<u>\$ (20,435)</u>	<u>\$ (8,655)</u>	<u>\$ 83,372</u>
Primary government:					
Net investment in capital assets	\$ 1,856,215	\$ 3,165,292	\$ 3,962,198	\$ 4,652,258	\$ 4,989,272
Restricted	1,266,673	1,035,067	1,163,010	1,973,806	2,481,866
Unrestricted	1,663,469	2,129,398	1,281,885	322,761	643,894
Total primary government net position	<u>\$ 4,786,357</u>	<u>\$ 6,329,757</u>	<u>\$ 6,407,093</u>	<u>\$ 6,948,825</u>	<u>\$ 8,115,032</u>
	2020	2021	2022	2023	2024
Governmental activities:					
Net investment in capital assets	\$ 4,793,434	6,675,768	7,991,594	8,673,364	9,299,656
Restricted	2,675,011	2,412,085	2,308,278	1,112,530	1,655,389
Unrestricted	575,736	427,730	1,493,951	2,492,153	2,311,875
Total governmental activities net position	<u>\$ 8,044,181</u>	<u>\$ 9,515,583</u>	<u>\$ 11,793,823</u>	<u>\$ 12,278,047</u>	<u>\$ 13,266,920</u>
Business-type activities					
Unrestricted	<u>\$ 129,307</u>	<u>\$ 211,883</u>	<u>\$ 246,550</u>	<u>\$ 253,529</u>	<u>\$ 244,147</u>
Primary government:					
Net investment in capital assets	\$ 4,793,434	6,675,768	7,991,594	8,673,364	9,299,656
Restricted	2,675,011	2,412,085	2,308,278	1,112,530	1,655,389
Unrestricted	705,043	639,613	1,740,501	2,745,682	2,556,022
Total primary government net position	<u>\$ 8,173,488</u>	<u>\$ 9,727,466</u>	<u>\$ 12,040,373</u>	<u>\$ 12,531,576</u>	<u>\$ 13,511,067</u>

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, transferring in \$1,269,175 of net position as of that date.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
EXPENSES										
Governmental activities:										
General government	\$ 916,445	\$ 914,583	\$ 963,530	\$ 1,042,085	\$ 1,452,992	\$ 1,111,638	\$ 1,129,525	\$ 1,352,540	\$ 1,711,966	\$ 1,962,627
Public safety (1)	285,459	290,048	294,621	610,000	622,412	1,002,044	1,119,128	1,346,755	1,442,314	1,289,290
Physical environment	402,114	1,061,666	805,928	1,030,000	1,417,732	2,449,872	1,227,929	2,068,776	2,690,070	3,090,301
Interest expense	-	-	-	9,272	33,024	26,973	2,709	-	3,721	27,349
Total governmental activities	1,604,018	2,266,297	2,064,079	2,691,357	3,526,160	4,590,527	3,479,291	4,768,071	5,848,071	6,369,567
Business-type activities:										
Solid Waste	440,786	435,614	553,265	814,671	550,288	703,481	699,311	673,203	714,111	714,311
Total primary government expenses	2,044,804	2,701,911	2,617,344	3,506,028	4,076,448	5,294,008	4,178,602	5,441,274	6,562,182	7,083,878
PROGRAM REVENUES										
Governmental activities:										
Charges for services:										
General government	132,333	204,519	110,820	104,397	160,658	181,640	337,781	798,632	797,706	755,577
Physical environment	-	-	-	-	1,543,093	1,554,737	1,520,542	1,546,426	1,532,766	1,513,649
Operating grants and contributions	-	-	-	45,178	-	70,741	40,141	1,439,774	359,793	-
Capital grants and contributions	-	1,997,697	260,404	-	92,897	20,000	92,406	-	-	245,740
Total governmental activities program revenues	132,333	2,202,216	371,224	149,575	1,796,648	1,827,118	1,990,870	3,784,832	2,690,265	2,514,966
Business-type activities:										
Charges for services-Sanitation	431,421	339,620	357,835	364,869	642,315	645,523	653,665	660,895	585,725	586,929
Operating grants and contributions	-	-	54,351	51,582	-	103,893	50,272	(675)	-	-
Total business-type program revenues	431,421	339,620	412,186	416,451	642,315	749,416	703,937	660,220	585,725	586,929
Total primary government program revenues	563,754	2,541,836	783,410	566,026	2,438,963	2,576,534	2,694,807	4,445,052	3,275,990	3,101,895
Net (expense) revenue										
Governmental activities	(1,471,685)	(64,081)	(1,692,855)	(2,541,782)	(1,729,512)	(2,763,409)	(1,488,421)	(983,239)	(3,157,806)	(3,854,601)
Business-type activities	(9,365)	(95,994)	(141,079)	(398,220)	92,027	45,935	4,626	(12,983)	(128,386)	(127,382)
Total primary government net (expenses) revenue	(1,481,050)	(160,075)	(1,833,934)	(2,940,002)	(1,637,485)	(2,717,474)	(1,483,795)	(996,222)	(3,286,192)	(3,981,983)
General revenues and Other Changes in Net Position:										
Governmental activities:										
Property taxes	229,355	315,454	361,816	612,844	913,924	972,399	1,042,008	1,119,902	1,291,263	1,527,667
Local option sales tax	-	-	160,446	219,920	244,142	233,775	272,580	315,075	330,728	335,791
Utility taxes	349,103	353,221	372,182	388,641	474,036	442,683	442,871	469,441	531,900	575,043
Franchise fees based on gross receipts	221,246	312,064	262,181	214,497	321,215	321,674	372,660	524,169	649,469	631,736
Unrestricted intergovernmental revenue	709,241	722,300	741,009	748,944	755,583	754,758	834,038	848,230	846,416	819,734
Interest and other	200	436	13,636	27,713	94,792	50,641	35,356	32,332	182,342	1,071,503
Transfers	-	(94,497)	(92,547)	(410,000)	-	-	(77,950)	(47,650)	(135,365)	(118,000)
Total governmental activities	1,509,145	1,608,978	1,818,723	1,802,559	2,803,692	2,775,930	2,921,563	3,261,499	3,696,753	4,843,474
Business-type activities:										
Transfers	-	94,497	92,547	410,000	-	-	77,950	47,650	135,365	118,000
Total business-type activities	-	94,497	92,547	410,000	-	-	77,950	47,650	135,365	118,000
Total primary government	1,509,145	1,703,475	1,911,270	2,212,559	2,803,692	2,775,930	2,999,513	3,309,149	3,832,118	4,961,474
Change in Net Position										
Governmental activities	37,460	1,544,897	125,868	(739,223)	1,074,180	12,521	1,433,142	2,278,260	538,947	988,873
Business-type activities	(9,365)	(1,497)	(48,532)	11,780	92,027	45,935	82,576	34,667	6,979	(9,382)
Total primary government	\$ 28,095	\$ 1,543,400	\$ 77,336	\$ (727,443)	\$ 1,166,207	\$ 58,456	\$ 1,515,718	\$ 2,312,927	\$ 545,926	\$ 979,491

(1) In 2020 Code Enforcement and Planning and Zoning were moved from General Government to Public Safety.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

	2015	2016	2017	2018	2019
General Fund					
Nonspendable-prepays	\$ 26,562	\$ 28,293	\$ 3,750	\$ -	\$ 82,256
Restricted for tree mitigation	-	-	-	-	75,635
Restricted for transportation	-	-	-	-	-
Assigned for capital projects	-	-	-	-	-
Assigned for subsequent year's budget	-	-	-	-	-
Unassigned	454,232	307,413	425,225	485,224	638,242
Total general fund	\$ 480,794	\$ 335,706	\$ 428,975	\$ 485,224	\$ 796,133
All other governmental funds					
Nonspendable-prepays	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Restricted for infrastructure	-	-	160,446	380,366	624,508
Restricted for transportation	1,266,673	1,035,067	1,002,564	886,474	1,007,764
Restricted for roads and drainage	-	-	-	608,773	670,368
Restricted for road resurfacing	-	-	-	103,927	-
Restricted for debt service	-	-	-	-	107,943
Assigned for capital projects	1,153,081	1,119,740	862,642	162,667	162,668
Total all other governmental funds	\$ 2,419,754	\$ 2,154,807	\$ 2,025,652	\$ 2,142,207	\$ 2,623,251
	2020	2021	2022	2023	2024
General Fund					
Nonspendable-prepays	\$ 62,342	\$ 1,623	\$ -	\$ -	\$ -
Restricted for tree mitigation	153,635	153,635	-	-	746,865
Restricted for transportation	60,000	60,000	-	-	-
Assigned for capital projects	-	-	-	-	-
Assigned for subsequent year's budget	53,803	53,803	-	506,059	617,173
Unassigned	729,646	1,218,558	2,202,374	1,580,119	1,104,652
Total general fund	\$ 1,059,426	\$ 1,487,619	\$ 2,202,374	\$ 2,086,178	\$ 2,468,690
All other governmental funds					
Nonspendable-prepays	\$ 100,298	\$ -	\$ -	\$ -	\$ -
Restricted for infrastructure	861,528	197,196	309,176	-	52,243
Restricted for transportation	1,244,226	914,479	336,667	-	-
Restricted for roads and drainage	242,271	1,058,331	1,370,076	1,736,643	856,281
Restricted for road resurfacing	-	28,444	-	-	-
Restricted for debt service	114,587	114,587	-	-	-
Assigned for capital projects	214,452	(391,669)	292,359	664,549	1,294,872
Total all other governmental funds	\$ 2,777,362	\$ 1,921,368	\$ 2,308,278	\$ 2,401,192	\$ 2,203,396

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, transferring in \$1,185,017 of restricted fund balance as of that date.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019
REVENUES					
Property taxes	\$ 229,355	\$ 315,454	\$ 361,816	\$ 612,844	\$ 913,924
Local option sales tax	-	-	160,446	219,920	244,142
Utility taxes	349,103	353,221	372,182	388,641	474,036
Franchise fees	221,246	312,064	262,181	214,497	321,214
Intergovernmental revenue	709,241	722,300	741,009	748,944	790,155
Charge for services	105,179	158,546	64,727	43,258	240,539
Licenses and permits	20,140	34,622	23,524	51,897	39,209
Special assessments	-	-	-	-	1,814,093
Fines and forfeitures	7,014	11,351	22,569	9,242	36,911
Contributions from private sources	-	926,942	260,404	-	-
Interest and other	200	436	4,686	27,713	187,689
Total revenues	<u>1,641,478</u>	<u>2,834,936</u>	<u>2,273,544</u>	<u>2,316,956</u>	<u>5,061,912</u>
EXPENDITURES					
Current:					
General government	909,330	900,292	948,468	1,027,261	1,576,510
Public safety	285,459	290,048	294,621	610,000	622,412
Physical environment	150,995	768,167	454,017	672,401	1,440,482
Capital outlay	621,654	1,191,967	519,777	322,842	313,525
Debt service:					
Principal	-	-	-	263,000	271,000
Interest	-	-	-	21,227	34,406
Other debt service costs	-	-	-	2,438	11,625
Total expenditures	<u>1,967,438</u>	<u>3,150,474</u>	<u>2,216,883</u>	<u>2,919,169</u>	<u>4,269,960</u>
OTHER FINANCING SOURCES (USES)					
Issuance of debt- leases	-	-	-	-	-
Transfers in	40,000	378,638	-	1,086,898	-
Transfers out	(40,000)	(473,135)	(92,547)	(1,496,898)	-
	<u>-</u>	<u>(94,497)</u>	<u>(92,547)</u>	<u>(410,000)</u>	<u>-</u>
Net change in fund balances	<u>\$ (325,960)</u>	<u>\$ (410,035)</u>	<u>\$ (35,886)</u>	<u>\$ (1,012,213)</u>	<u>\$ 791,952</u>
Debt service as a percentage of noncapital expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	2020	2021	2022	2023	2024
REVENUES					
Property taxes	\$ 972,399	\$ 1,042,008	\$ 1,119,902	\$ 1,291,263	\$ 1,527,667
Local option sales tax	233,775	272,580	315,075	330,728	335,791
Utility taxes	442,683	442,871	469,441	531,900	575,043
Franchise fees	321,674	337,993	524,169	649,469	701,794
Intergovernmental revenue	805,363	904,920	2,360,262	1,271,294	819,734
Charge for services	322,544	479,185	418,655	423,837	514,075
Licenses and permits	28,596	63,263	290,719	201,978	316,888
Special assessments	1,825,737	1,762,917	1,511,193	1,504,651	1,517,154
Fines and forfeitures	500	-	17,000	106,806	773,921
Contributions	47,908	88,178	-	-	-
Interest and other	22,733	4,336	67,565	210,457	158,380
Total revenues	<u>5,023,912</u>	<u>5,398,251</u>	<u>7,093,981</u>	<u>6,522,383</u>	<u>7,240,447</u>
EXPENDITURES					
Current:					
General government	1,208,515	1,289,923	1,338,357	1,329,409	1,572,114
Public safety	1,002,044	1,119,128	1,332,244	1,645,519	1,596,191
Physical environment	1,472,757	1,071,158	1,239,168	1,613,629	2,155,802
Capital outlay	280,303	2,059,813	1,983,856	1,894,813	1,908,938
Debt service:					
Principal	611,000	242,375	56,797	105,007	91,745
Interest	30,089	3,945	6,009	3,820	15,987
Other debt service costs	1,800	-	-	-	-
Total expenditures	<u>4,606,508</u>	<u>5,786,342</u>	<u>5,956,431</u>	<u>6,592,197</u>	<u>7,340,777</u>
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	-	-	-	-	163,700
Issuance of debt- leases	-	-	11,765	236,820	239,346
Transfers in	490,683	1,644,500	1,835,861	2,426,741	2,404,538
Transfers out	(490,683)	(1,722,450)	(1,883,511)	(2,562,106)	(2,522,538)
	<u>-</u>	<u>(77,950)</u>	<u>(35,885)</u>	<u>101,455</u>	<u>285,046</u>
Net change in fund balances	<u>\$ 417,404</u>	<u>\$ (466,041)</u>	<u>\$ 1,101,665</u>	<u>\$ 31,641</u>	<u>\$ 184,716</u>
Debt service as a percentage of noncapital expenditures	<u>17.5%</u>	<u>7.1%</u>	<u>1.6%</u>	<u>2.4%</u>	<u>2.0%</u>

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 General Governmental Revenues by Source
 Last Ten Fiscal Years
 (modified accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Ad-Valorem Taxes General Purpose	\$ 229,355	\$ 315,454	\$ 361,816	\$ 612,844	\$ 913,924	\$ 972,399	\$ 1,042,008	\$ 1,119,902	\$ 1,291,263	\$ 1,527,667
Local Option Sales Tax (1)	-	-	160,446	219,920	244,142	233,775	272,580	315,075	330,728	335,791
Utility Tax	349,103	353,221	372,182	388,641	474,036	442,683	442,871	469,441	531,900	575,043
Intergovernmental	709,241	722,300	741,009	748,944	790,155	805,363	904,920	2,360,262	1,271,294	436,740
Franchise Tax	221,246	312,064	262,181	214,497	321,214	321,674	337,993	524,169	649,469	701,794
Charges for Service	105,179	158,546	64,727	43,258	240,539	322,544	479,185	418,655	423,837	514,075
License and Permits	20,140	34,622	23,524	51,897	39,209	28,596	63,263	290,719	201,978	316,888
Special Assessments	-	-	-	-	1,814,093	1,825,737	1,762,917	1,511,193	1,504,651	1,517,154
Fines and Forfeitures	7,014	11,351	22,569	9,242	36,911	500	-	17,000	106,806	773,921
Contributions	-	926,942	260,404	-	-	47,908	13,686	-	-	-
Interest/ Other	200	436	4,686	27,713	187,689	22,733	78,828	67,565	210,457	158,380

(1) The tax was started in 2017 and it will last ten years with the proceeds restricted for Infrastructure expenditures

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Real Property					Net Assessed Value	Total Direct Tax Rate	Estimated Actual Value	Net Assessed Value as a Percentage of Estimated Actual Value
	Residential Property	Commercial/Industrial Property	Agricultural Property	Gov't/Institutional Property	Personal Property				
2015	\$ 118,838,958	\$ 15,012,230	\$ 55,282,018	\$ 1,339,377.00	\$ 13,930,600	\$ 204,403,183	1.2000	\$ 361,603,906	56.53%
2016	161,229,749	21,299,409	63,489,636	1,308,383	15,502,799	262,829,976	1.4718	320,014,496	82.13%
2017	161,247,624	38,232,930	78,706,972	1,528,433	13,364,823	293,080,782	1.4718	356,117,093	82.30%
2018	160,049,414	37,400,435	78,664,760	2,360,928	13,380,833	291,856,370	2.1500	373,032,241	78.24%
2019	182,223,067	40,739,695	92,887,986	1,676,098	15,010,899	332,537,745	3.0000	425,594,621	78.13%
2020	188,930,066	53,869,260	97,564,863	1,787,150	16,017,731	358,169,070	3.0000	455,495,454	78.63%
2021	235,596,079	53,665,680	119,387,351	54,956,128	20,265,577	483,870,815	3.0000	671,723,234	72.03%
2022	257,979,104	58,507,552	141,511,200	60,883,580	26,537,152	545,418,588	3.0000	975,107,679	55.93%
2023	304,615,556	65,091,514	164,286,450	69,362,836	28,550,229	631,906,585	3.0000	1,158,497,734	54.55%
2024	339,342,612	89,808,501	185,541,870	75,111,118	32,738,371	722,542,472	3.0000	1,258,586,064	57.41%

Note: Property in the Town is reassessed each year. State law requires the Property Appraiser to appraise property at 100% of market value. The Florida Constitution was amended, effective January 1, 1995, to limit annual increases in assessed value of property with homestead exemption to 3% per year or the amount of the Consumer Price Index, whichever is less. The increase is not automatic since no assessed value shall exceed market value. Tax rates are per \$1,000 of assessed value.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years

Fiscal Year	OVERLAPPING RATES					OVERLAPPING RATES				
	Town Operating Millage	Palm Beach County School District	Palm Beach County General Government	Palm Beach County Fire Rescue	County Health Care District	Palm Beach County Library System	South Florida Water Management District	South Florida Children's Services Council	Florida Inland Navigation District	Total Direct and Overlapping Rates
2015	1.2000	7.5120	4.9729	3.4581	1.0800	0.5985	0.3842	0.6745	0.0345	19.9147
2016	1.4718	7.0700	4.9277	3.4581	1.0426	0.5933	0.3551	0.6677	0.0320	19.6183
2017	1.4718	6.7690	4.9142	3.4581	0.7808	0.5891	0.3307	0.6833	0.0320	19.0290
2018	2.1500	6.5720	4.9023	3.4581	0.7261	0.5901	0.3100	0.6590	0.0320	19.3996
2019	3.0000	7.1640	4.8980	3.4581	0.7261	0.5870	0.2936	0.6403	0.0320	20.7991
2020	3.0000	7.0100	4.8580	3.4581	0.7261	0.5833	0.2795	0.6497	0.0320	20.5967
2021	3.0000	7.0100	4.8124	3.4581	0.7261	0.5824	0.2675	0.6497	0.0320	20.5382
2022	3.0000	6.8750	4.8149	3.4581	0.7261	0.5833	0.2572	0.6233	0.0320	20.3699
2023	3.0000	6.4570	4.5188	3.4581	0.6761	0.5599	0.2301	0.4908	0.0288	19.4196
2024	3.0000	6.3140	4.5396	3.4581	0.6561	0.5589	0.2301	0.4908	0.0288	19.2764

Note: All millage rates are based are per \$1,000 of assessed value.

Source: Town of Loxahatchee Groves Finance Department and Palm Beach Property Appraiser's Office.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Principal Property Taxpayers

Last year and nine years ago

2024				2015			
<u>Taxpayer</u>	<u>Taxable Valuation</u>	<u>Taxes Paid Rank</u>	<u>Percentage Total Taxable Valuation</u>	<u>Taxpayer</u>	<u>Taxable Valuation</u>	<u>Taxes Paid Rank</u>	<u>Percentage Total Taxable Valuation</u>
ATLANTIC LAND INVESTMENTS LLC	22,013,770	1	3.63%	R BROKE NOW LLC	2,255,188	1	1.30%
PRIME STORAGE LOXAHATCHEE LLC	15,598,212	2	2.57%	GROVES MEDICAL PLAZA LLC	1,793,040	2	1.04%
C & C LOADER SERVICES	10,303,787	3	1.70%	YEES CORP	1,700,000	3	0.98%
FLORIDA POWER AND LIGHT CO	6,352,863	4	1.05%	EVERGLADES FARM EQUIPMENT CO	1,628,455	4	0.94%
HEMINGWAY JOAN LLC	4,883,711	5	0.81%	SOUTHERN MANAGEMENT CORP	1,408,363	5	0.81%
DBE UTILITY SERVICES	5,758,151	6	0.95%	SUNSPORT GARDENS	1,109,017	6	0.64%
OAK SPRINGS GORILLA FARM LLC	4,588,072	7	0.76%	ROYALS OK LUNCH INC	923,000	7	0.53%
SOLAR SUNSPORTS INC	1,887,631	8	0.31%	PLANTE JULIEN	856,646	8	0.49%
R BROKE NOW LLC	4,676,638	9	0.77%	WELLINGTON HESS INC	824,884	9	0.48%
YEES CORP	3,211,109	10	0.53%	REID BRYON V	817,990	10	0.47%
	1,769,575		0.29%				
	<u>\$ 81,043,519</u>		<u>13.37%</u>		<u>\$ 13,316,583</u>		<u>7.68%</u>

Taxes Paid Rank lists the taxes and assessments paid during the tax year. Taxes are based upon the taxable value of the property, which is the assessed value less any exemptions. Assessments on property are derived from the special benefit afforded the property and are in addition to property taxes.

source: Palm Beach County Tax Collector and Palm Beach County Property Appraiser

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Taxes Levied for Fiscal Year	Collected Within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2015	\$ 235,147	\$ 229,355	97.54%	n/a	\$ 229,355	97.54%
2016	311,616	315,454	101.23%	n/a	315,454	101.23%
2017	374,285	361,093	96.48%	n/a	361,093	96.48%
2018	627,445	612,844	97.67%	n/a	612,844	97.67%
2019	939,870	913,924	97.24%	n/a	913,924	97.24%
2020	1,000,138	972,399	97.23%	n/a	972,399	97.23%
2021	1,079,361	1,042,008	96.54%	n/a	1,042,008	96.54%
2022	1,166,479	1,119,902	96.01%	n/a	1,119,902	96.01%
2023	1,331,565	1,291,263	96.97%	n/a	1,291,263	96.97%
2024	1,747,852	1,527,667	87.40%	n/a	1,527,667	87.40%

Source: Palm Beach County Property Appraiser and Town of Loxahatchee Groves Finance Department

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Direct and Overlapping Governmental Activities Debt
Fiscal year ended September 30, 2024

<u>Government Unit</u>	<u>Net Debt Outstanding</u>	<u>Estimated Percentage Applicable(1)</u>	<u>Amount Applicable to Town of Loxahatchee Groves</u>
Debt repaid with property taxes:			
Palm Beach County School Board	\$ 1,525,000	0.17%	\$ 2,593
Palm Beach County	\$ 104,915,000	0.17%	\$ 178,356
Subtotal, overlapping debt	<u>\$ 106,440,000</u>		<u>\$ 180,949</u>
Other debt:			
Town of Loxahatchee Groves direct debt	\$ 391,994	100.00%	\$ 391,994
Total direct and overlapping debt	<u>\$ 106,831,994</u>		<u>\$ 572,943</u>

Sources: FY2023 and FY2024 Annual Comprehensive Financial Reports

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town of Loxahatchee Groves. This process recognizes that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt.

(1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values by taking the value that is within the Town's boundaries and dividing it by the County's and School Boards total taxable assessed value. This approach was also used for the other debt.

TOWN OF LOXAHATCHEE GROVES, FLORIDADemographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population (1)	Average Household Income (2)	Per Capita Personal Income (2)	Unemployment Rate (3)
2011	3,091	88,142	30,954	1.5%
2012	3,173	85,476	29,342	3.1%
2013	3,262	82,772	28,856	4.9%
2014	3,183	91,254	33,986	6.8%
2015	3,180	90,428	32,209	7.2%
2016	3,271	93,063	31,639	10.0%
2017	3,342	97,669	31,369	11.1%
2018	3,384	99,332	33,041	not available
2019	3,593	105,473	34,251	not available
2020	3,661	114,497	41,645	8.63%
2021	3,426	124,771	43,184	7.23%
2022	3,379	104,792	47,093	5.10%
2023	3,375	137,363	49,504	2.10%
2024	3,355	113,654	53,805	6.50%

(1) Population estimate as published by the University of Florida,
Bureau of Economic and Business Research.

(2) American Community Surveys, U.S. Census Bureau

(3) Esri 2024

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Principal Employers - Palm Beach County

Last year and ten years ago

September 30, 2024

Employer	2024			2015		
	EMPLOYEES	RANK	Percentage of Total County Employment	EMPLOYEES	RANK	Percentage of Total County Employment
Palm Beach County School District	22,218	1	2.97%	21,449	1	3.05%
Florida Atlantic University	6,335	2	0.85%	2,980	6	0.42%
Palm Beach County Government	5,873	3	0.79%	5,330	2	0.76%
Tenet Healthcare Corp.	5,734	4	0.77%	6,100	3	0.87%
			0.00%			
NextEra Energy (Florida Power & Light)	5,598	5	0.75%	3,804	4	0.54%
Wackenhut			0.00%	3,000	5	0.43%
Baptist Health/Bethesda Memorial	3,135	6	0.42%	2,643	9	0.38%
Veterans Health Administration	2,948	7	0.39%	2,700	8	0.38%
Hospital Corporation of America (HCA)	2,612	8	0.35%	2,250	7	0.32%
Jupitor Medican Center	2,540		0.34%			
The Breakers	2,300	9	0.31%			
Office Depot	2,000	10	0.27%	2,250	10	0.32%
Boca Raton Regional Hospital						
	<u>61,293</u>		<u>8.21%</u>	<u>52,506</u>		<u>16.55%</u>

Source: Business Development Board of Palm Beach County, 2014 ACFR

Note: The Town is not a significant area for employment but rather a residential community. Therefore, Palm Beach County statistics were used.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Full-Time Equivalent Town Government Employees by Function
Last Ten Fiscal Years

Function	2015	2016	2017	2018	2019
Legislative	(1)	(1)	(1)	(1)	-
Clerk	(1)	(1)	(1)	(1)	1
General government	(1)	(1)	(1)	(1)	4
Community Development	(1)	(1)	(1)	(1)	2
Public Works	(1)	(1)	(1)	4, (1)	5
Parks	(1)	(1)	(1)	(1)	-
Public Safety: Police	(2)	(2)	(2)	(2)	(2)
Function	2020	2021	2022	2023	2023
Legislative	-	-	-		
Clerk	1	1	1	1	1
General government	4	4	4	4	4
Community Development	2	2	2	2	2
Public Works	7	7	10	10	10
Parks	-	-	-	-	-
Public Safety: Police	(2)	(2)	(2)	(2)	(2)

(1) - Town Manager and Town Clerk as well as other managerial services are provided by a private management company.

(2) - Police services contracted through Palm Beach County.

Source: Town of Loxahatchee Groves Finance Department

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Operating Indicators by Function
Last Ten Fiscal Years (1)

Function/Program	2015	2016	2017	2018	2019
Public Safety					
Police:					
Number of emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of non-emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of arrests	(1)	(1)	(1)	(1)	(1)
Number of uniformed officers	(1)	(1)	(1)	(1)	(1)
	(1)	(1)	(1)	(1)	(1)
Building and Zoning:	(1)	(1)	(1)	(1)	(1)
Number of building permits issued	(1)	(1)	(1)	(1)	(1)
Number of certificates of use issued	(1)	(1)	(1)	(1)	(1)
Number of occupational licenses issued	(1)	(1)	(1)	(1)	(1)
Culture and Recreation					
Number of parks	(2)	(2)	(2)	(2)	(2)
Function/Program	2020	2021	2022	2023	2024
Public Safety					
Police:					
Number of emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of non-emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of arrests	(1)	(1)	(1)	(1)	(1)
Number of uniformed officers	(1)	(1)	(1)	(1)	(1)
	(1)	(1)	(1)	(1)	(1)
Building and Zoning:	(1)	(1)	(1)	(1)	(1)
Number of building permits issued	(1)	(1)	(1)	(1)	(1)
Number of certificates of use issued	(1)	(1)	(1)	(1)	(1)
Number of occupational licenses issued	(1)	(1)	(1)	(1)	(1)
Culture and Recreation					
Number of parks	(2)	(2)	(2)	(2)	(2)

(1) - The Town contracts with the County for these services.

(2) - The Town does not own any parks at this time.

Source: Town Clerk

OTHER INFORMATION SECTION

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Information Required by Section 218.39(3)(c), Florida Statutes
For the Fiscal Year Ended December 31, 2024
Unaudited

Item 2.

As required by Section 218.39(3)(c), Florida Statutes, the Loxahatchee Groves Water Control District of Palm Beach Counth, Florida reported

Required Information		Reported
The total number of district employees compensated in the last pay period of the District's fiscal year 2024.:		11
The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year 2024:		4
All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency for fiscal year 2024:		664,714
All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency for fiscal year 2024:		823,728.00
Each construction project with a total cost of at least \$65,000 approved by the District that was scheduled to begin on or after October 1 of the fiscal year 2024, together with the total expenditures for such project:		
Project	Budget	
none		
A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year 2023 being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes:		See Page 44
The millage rate of ad valorem taxes imposed by the District for fiscal year 2024:		Not Applicable
The rate of non-ad valorem special assessments imposed by the District for fiscal year 2024:		200.00 to 827.16
The total amount of special assessments collected by or on behalf of the District for fiscal year 2024:		1,517,154
The total amount of outstanding bonds issued by the district and the terms of such bonds:		-

COMPLIANCE SECTION



Accountants
Advisors

Item 2.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of Town of Loxahatchee Groves, Florida, (the Town), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated May 9, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025



Accountants
Advisors

Item 2.

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Loxahatchee Groves, Florida (the Town) as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated May 9, 2025.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 9, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556 (7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. This assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did operate within the City's geographical boundaries during the fiscal year under audit. There was a PACE Program operating within the City's geographical boundaries during the fiscal year under audit.

As required by Section 10.554(1)(i)6.b, Rules of the Auditor General, the below is a list of all program administrators and third-party administrators that administered the program.

As required by Section 10.551(1)(i)6.c, Rules of the Auditor General, the full names and contact information of each such program administrator and third-party administrator are provided below.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and members of the Town Council and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025



Accountants
Advisors

Item 2.

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415 FLORIDA STATUTES

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

We have examined the Town of Loxahatchee Groves, Florida, (the Town), compliance with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2023, to September 30, 2024. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with specified requirements. In our opinion, the Town complied, in all material respects, with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2023, to September 30, 2024.

This report is intended solely for the information and use of management, the Mayor, the Town Council, others within the Town and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025



Accountants Advisors

Item 2.

May 9, 2025

To Honorable Mayor, Town Council and Town Manager
Town of Loxahatchee Groves, Florida
155 F Road
Loxahatchee Groves, Florida 33470

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Loxahatchee Groves, Florida (the Town) for the fiscal year ended September 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 18, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2024. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the Town's financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of deposits and investments in Note 3 to the financial statements.

The disclosure of Florida Retirement System in Note 7 to the financial statements.

The disclosure of leases in Note 9 to the financial statements.

The disclosure of risk management in Note 10 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. See Appendix A for material adjustments detected as a result of audit procedures performed and corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 9, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and the budgetary comparison information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

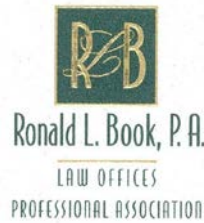
This information is intended solely for the information and use of the Town Council and management of the Town of Loxahatchee Groves, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Caballero Fierman Llerena & Garcia, LLP

To record September 2024 Franchise Fee income			
001-00-11-116-10150	Accts REC-Franchise and Utility	35,787.00	
001-01-32-323-32310	FPL Franchise Fee		35,787.00
Total		<u>35,787.00</u>	<u>35,787.00</u>

To record receivable for FEMA reimbursement not received within 60 days of FYE			
305-00-11-101-10150	Accts REC	245,740.00	
305-00-29-290-29001	Unavailable Grant Revenues		245,740.00
Total		<u>245,740.00</u>	<u>245,740.00</u>



Extended Session Report

May / June 2025

EXTENDED REGULAR SESSION AND BUDGET UPDATE: As noted in earlier reports, the Florida Legislature has not yet passed a state budget. The Regular Legislative Session, which was scheduled to end at midnight May 2nd, was extended to June 6th. The Florida House has voted to extend through to June 30th, but to make the extension official, the Florida Senate would have to vote to do the same, and to date, has not.

There continues to be an unresolved dispute over levels of tax cuts to make and spending priorities. The House and Senate individually proposed budgets total approximately \$4 billion apart (\$112.95 billion vs. \$117.36 billion), with tax reductions as the primary sticking point. Without this, allocations cannot be set. Allocations are the first step of the budget conference, and are the total dollar amount allowed for each section of the budget. (Health Care, Education, Environment, as examples). Without allocations the budget conference cannot begin.

The original House Concurrent Resolution which extended the regular session, only carries forward for consideration the following: the General Appropriations Act (the state budget), budget implementing bills, budget conforming bills, the Senate President's priority SB110 which is the rural communities bill, and the taxation/tax reduction bill.

All other bills that have not passed at this point are withdrawn from consideration and will not be heard.

The Speaker and Senate President have not announced a budget conference as of today. As noted, a budget must be finalized prior to the next state fiscal year which begins on July 1, 2025.

FUNDING REQUEST UPDATE: Without a budget, there is no funding request update. The funding request update sent on 4/9 remains the same and is included below.

****Procedurally,** since only one of the two requests has funding in one or the other of the two pre-conference budgets, only that one remains active to carry forward for final funding. We continue throughout to advocate for full funding of the Stormwater System Rehabilitation Phase 3 project and will continue to do so through the remainder of the budget process and budget conference.

Funding Request	Senate Amount	House Amount
Loxahatchee Groves Stormwater System Rehabilitation Phase 3 (SF 1532, HF 2593) Requested: \$750,000 Match: 50% Sponsors: Senator Harrell, Representative Weinberger	-	\$375,000 Budget Line 1555
Loxahatchee Groves Canal Pumps, Weirs, and Gate Upgrades Requested: \$750,000 Match: 50% Sponsors: Senator Harrell, Representative Weinberger	-	-

LEGISLATIVE UPDATE: We have worked throughout to advocate on behalf of the Town of Loxahatchee Groves, and continue to do so going forward through the extended Session.

➤ **BILLS INCLUDED IN THE EXTENDED SESSION**

- **Sales Tax Rate Reduction:** HB 7031 Speaker Perez has included a .75% sales tax reduction overall, to in turn meet his goal of lowering state spending. As previously reported, the State economists predict an economic downturn in the next 3 to 5 years and rather than spend at the current rate, the Speaker has noted it is his responsibility to reduce spending now while it can be done gradually. The House version of the budget is drafted with this funding reduction. The Governor has since made it clear that any sales tax reduction would be vetoed.
- **Taxation/Tax Reduction and Tax Holidays:** HB 7033 Customarily the omnibus bill that addresses various taxes through cuts or elimination, includes the multiple sales tax holidays, among other issues. This bill would carry forward as part of the extended Session and must be agreed upon by the House and Senate as part of the budget conference.
- **Rural Communities:** SB 110 SB 110 has not passed; however, this bill will be included in the extended Session. It is important to note that while this is a priority of the Senate, if passed, the legislation will be a product of heavy negotiation between the House and Senate. Attached is the Senate summary of the legislation as passed by the Senate.

➤ **BILLS THAT DID NOT PASS**

- **Sovereign Immunity/Suits Against the Government:** SB 1570 by DiCeglie/HB 301 by McFarland

DID NOT PASS. After multiple versions of this bill, the last draft would have mandated the following:

- Set limits for individual and multiple related claims from October 1, 2025, to October 1, 2030: \$500,000 per individual claim and \$1 million for multiple claims from the same incident.
- Adjust limits for causes of action from October 1, 2030, onward: \$600,000 for individual claims and \$1.1 million for multiple related claims.

- **Local Option Tax:** SB 1664 by Trumbull/HB 1221 by Miller

DID NOT PASS. These bills generally would have provided for the following:

- Local discretionary sales surtax, tourist development tax, and local option food and beverage tax in effect on June 30, 2025, requiring a referendum, must be renewed by January 1, 2033.
- New levies of discretionary sales and tourist development taxes subject to referendum have an eight-year maximum limit, except for the .25 percent trauma center surtax (four-year limit in smaller counties) and levies for bond indebtedness.
- A similar eight-year limit applies to the local option food and beverage tax in Miami-Dade
- The changes do not affect the pension liability surtax and the bill would take effect on July 1, 2025.

- **Local Business Taxes:** SB 1196 by Truenow/HB 503 by Botana:

DID NOT PASS. The general provisions of this bill would have provided that if a local government receives more local business tax revenue than the revenue base allows, the local government must reduce its tax rates and must issue refunds or credits to taxpayers. Also, in the bill, the local business tax rate structures, classifications, and rates would not be able to be increased or changed unless it is for a repeal. The bill does not apply to local governments: that impose a business tax measured by gross receipts from the sale of merchandise or services, or both, to fiscally constrained counties, and to any municipality in a fiscally constrained county, while they continue to qualify the status.

- **Property Tax Elimination:** SB 852 by Martin

DID NOT PASS. The Governor has advocated multiple times that he supports the elimination of property taxes in Florida. Senator Martin filed SB 852 requiring a study on the Elimination of Property Taxes, this bill did not pass. However, the previous report outlined the newly created House Committee on Property Tax, included again below.

House Select Committee on Property Taxes: Speaker Perez created a new House Select Committee on Property Taxes, co-chaired by Representatives Vicki Lopez and Toby Overdorf. The committee will be tasked with reviewing the current state of property taxes in Florida and exploring policy solutions to reduce the financial burden on homeowners. The Select Committee is expected to hold its first meeting on Thursday, May 1st. It was announced that this committee will meet during the interim, and the Speaker has announced plans to pass property tax relief at the start of next Session, which begins on Tuesday, January 13, 2026. It is anticipated that many of the policy concepts considered by the Select Committee will require constitutional amendments, meaning Florida voters would ultimately have the opportunity to approve any proposed changes.

The Select Committee will begin its work by exploring a variety of potential reforms, including:

- Requiring every city, county, and special district to hold a referendum on the question of eliminating property taxes on homestead properties.
- Creating a new \$500,000 homestead exemption, as well as a \$1 million homestead exemption for properties owned by Floridians aged 65 and older, or who have had a homestead for 30 years, applicable to all non-school taxes.
- Authorizing the Legislature to increase the homestead exemption to any value by general law.
- Modifying the assessment increase limitations on property values:
 - For homestead properties, changing the cap from the lower of 3% or CPI to a flat 3% over any three-year period for all taxes.
 - For non-homestead properties, changing the cap from 10% annually to 15% over any three-year period for all non-school taxes.
- Protecting Homeownership by eliminating the ability to foreclose on a homestead property due to a property tax lien.

No legislation has been filed to date.

- **Community Redevelopment Agencies:** SB 1242 by McClain

DID NOT PASS. The bill would have provided the following:

- The governing structure of CRAs going forward, when created, the members of the governing body sit as members of the agency.
- Prohibited modification to a community redevelopment plan that expanded the CRA boundaries.
- Prohibited a CRA from expending funds on public areas of hotels, or sponsorship of concerts, festivals, holiday events, parades, or similar activities.
- Terminated CRAs when they reach the time frame set forth to complete all redevelopment provided in the agency's charter, or as may have been extended by ordinance or resolution prior to May 1, 2025.

We expect that this will be addressed again in the 2026 Session.

➤ **BILLS THAT PASSED**

Live Local/Affordable Housing/Real Property and Land Use and Development: SB 1730 by Calatayud/HB 943 by Lopez

This legislation aims to streamline affordable housing development across commercial, industrial, and religious institution properties. The legislation addresses the following:

Approval of Land for Affordable Housing:

- Approval of Religious Institutions Land for Affordable Housing
 - Allows affordable housing to be developed not only on commercial or industrial land, but also on any parcel, including contiguous parcels, owned by a religious institution with a house of worship, regardless of the existing zoning.
- Expands the Live Local Act applicability to portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use.
- Exempts Wekiva Protection Area and Everglades Protection Area from the Live Local Act effective upon becoming law

Development Approval and Local Government Restrictions:

- A county and city cannot require a multifamily development to seek zoning changes, special approvals, variances, transfers of density or development units, amendment to a development of regional impact, amendment to a municipal charter, or comprehensive plan amendments for the building height, zoning, or density allowed.
- Any proposed development must be administratively approved without needing further board or committee action, as long as it meets the local government's land development regulations (like setbacks and parking) and is consistent with the comprehensive plan, except for density, height, floor area ratio, and land use provisions.
- Local governments must approve demolitions for proposed developments if they meet all state and local rules, without requiring additional board review.
- Allows local governments to approve adjacent parcels within multifamily developments regardless of local land development regulations
- Local governments, upon request of an applicant, must reduce parking requirements by 15% for a proposed development
- A local government may not impose a building moratorium that delays permitting or construction of authorized multifamily or mixed-use residential developments.
 - However, a 90-day moratorium is allowed once every three years if the county conducts and publishes an affordable housing needs assessment beforehand.
 - Civil suits for violations award attorney fees (capped at \$250,000) to the prevailing party.
 - Moratoria for stormwater, potable water, or sewer repairs are exempt if applied equally to all developments.

Building Standards and Definitions:

- Clarifies that the highest currently allowed height, density, and floor area ratio restrictions are as of July 1, 2023
 - Clarifies that the term "floor area ratio" includes floor lot ratio and lot coverage.
 - The allowed building height is either the local govt's regulated height or 3 stories, whichever is greater, but cannot exceed 10 stories.
 - Clarifies that adjacent refers to properties that share a property line, but not those separated by a road or body of water.
 - In areas designated as areas of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code - (the Florida Keys), only habitable space above the FEMA base flood elevation counts as a "story," with each story limited to 10 feet in height floor-to-floor, and the top story limited to 10 feet from floor to top plate.
- Allowable density refers to the density assigned to a property under this subsection, without needing to obtain or transfer extra density or development units from other properties.
- Defines Commercial Use, Industrial Use, Mixed Use, Highest currently allowed, or allowed on July 1, 2023, and Planned Unit Developments (starts on line 474)

Mixed-Use Project Requirements:

- Prohibits local governments from requiring that more than 10% of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

Legal Actions and Reporting:

- Civil actions against a county for violating this subsection must be prioritized by the court, and the prevailing party is entitled to reasonable attorney fees and costs, capped at \$250,000, excluding fees related to litigating the fee award itself.
- Starting November 1, 2026, local governments must submit annual reports to the state land planning agency detailing litigation and projects under subsection (7), including project size, density, and affordable housing details. The state agency must compile and send this information to the Governor and legislative leaders by February 1 each year.
- Applicants who submitted development requests before July 1, 2025, can choose to proceed under the laws in effect at the time of their submission and may update their applications to reflect changes in this bill.

Workforce Housing:

- Public sector and hospital employer-sponsored housing
 - The Legislature establishes a policy to support affordable workforce housing for employees of hospitals, health care facilities, and government entities, allowing developers using specific funding sources to give housing preference to these employees, in line with federal tax credit rules

Historic Buildings and Districts:

Senator Jones, Representative Lopez, on behalf of Representative Basabe, amended the bill in its last iteration to specifically address historic districts such as the Ocean Drive historical district on Miami Beach (among other historic districts) where individual buildings are not designated, but are through the district. The language would address the following:

- Allows the local government to restrict proposed development of building height on parcels with structures in historic districts.
- Ensures historic structures are not demolished without appropriate oversight or procedural review.
- Sets height limits near historic properties to the highest allowable within 3/4 miles rather than one mile.
- Allows the municipality to administratively require the proposed development to comply with local regulations relating to architectural design such as façade replication, with some restrictions.
- Requires administrative approval for demolitions associated with qualifying developments if compliant with regulations.
- Keeps tiered parking reduction levels and emphasizes that available nearby parking cannot be counted against the required reduction.

Emergency Preparedness: SB 180 by DiCeglie

PASSED. This comprehensive legislation addresses emergency preparedness by local authorities. Two key provisions are of specific concern to local governments:

Key Provisions

- **Moratorium and Regulation Ban**
For one year after a hurricane makes landfall, any county under a federal disaster declaration—or municipality within such a county—located wholly or partly within 100 miles of the hurricane’s track is prohibited from:
 - Proposing or adopting a moratorium on construction or redevelopment.
 - Enacting more restrictive or burdensome regulations or procedures related to land development.
- **Retroactive and Extended Application**
For Hurricanes Debby, Helene, and Milton, these prohibitions are more expansive:

- The ban on new moratoriums and stricter regulations applies until October 1, 2027 and are retroactive to August 1, 2024.

- **Legal Challenge Mechanism**

If a local government enacts a prohibited measure, any affected party (including developers, residents, or business owners) can:

- File suit for declaratory and injunctive relief.
- Recover reasonable attorney fees and costs if they prevail.
- Before filing suit, the plaintiff must give the local government 14 days to rescind or void the action.

Additional Provisions

Permit and Inspection Fees

- Local governments cannot increase building permit or inspection fees for 180 days after a hurricane or tropical storm emergency declaration by the Governor or federal government.

Home Rebuilding Guidelines

- Homeowners may increase residence size up to 2,000 sq ft (previously 1,500 sq ft) or up to 130% (previously 110%) of pre-damage size before triggering new tax assessments.
- Prohibits local cumulative repair “lookback periods”; focuses on substantial damage from the current event, not repair history.

Streamlined Permitting and Restoration

- Requires local governments to post and annually update a recovery permitting guide detailing permit requirements, post-storm application process, and local rebuilding rules.
- Mandates annual post-storm permitting plans, including:
 - Special building permits and inspection procedures
 - Sufficient personnel and mutual aid agreements for post-storm recovery
 - Multiple in-person permit service locations
 - Expedited permitting protocol and, if possible, fee waivers or reductions
 - Extra staff for permit processing after a declared disaster

Florida National Guard Medical Services and Training for Local Officials

- Allows trained servicemembers assigned to medical duty to provide care within their licensure scope to military and civilians during emergencies or disasters.
- DEM to establish biennial training requirements for local officials with emergency management roles.
- Mandatory training for local elected and appointed leaders.

Pre-Season Readiness

- DEM to conduct annual regional sessions by April 1.
- Attendance required for local emergency management directors or designees.
- Sessions cover preparation timelines, expedited rebuilding, and coordination best practices.

Shelter Planning and Reporting

- Combines shelter reporting into one annual report with plan, needs, and priority facility list.
- Shelter retrofit list to prioritize non-school public facilities and address county-level shelter deficits.
- Department of Health and Agency for Persons with Disabilities to assist DEM in planning for shelter space for people with disabilities, including autism.
- Shelter retrofit funds (\$3 million/year) prioritized for publicly owned, non-school buildings to reduce reliance on schools and address county shelter deficits.

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**For Immediate Release**

March 19, 2025

**Contact: Katie Betta**

(850) 487-5229

**Senate Passes Rural Renaissance Legislation***Bill creates opportunities for infrastructure improvements, education & health care enhancements in rural communities across the Sunshine State*

**Tallahassee**—The Florida Senate today passed Senate Bill (SB) 110 by Senator Corey Simon (R-Tallahassee), a comprehensive package of legislative proposals designed to create a modern-day renaissance in rural communities across Florida. A priority of Senate President Ben Albritton (R-Wauchula), the bill creates opportunities for rural communities to expand education offerings, increase health care services, and modernize commerce, in addition to an investment in farm-to-market roads to support the agriculture supply chain that feeds communities across the state.

“Our rural communities are full of opportunity, and that doesn’t just mean development. Our Rural Renaissance package provides opportunities for rural communities to grow as they see fit, based on decisions made by local families and businesses who call rural Florida home,” said President Albritton. “We are focusing on infrastructure improvements that support existing businesses as they grow and transition based on the needs of our economy. This includes our legacy farm and citrus operations, who will be well-served by improvements to farm-to-market roads essential to keeping fresh food within reach of Florida families. These are critical enhancements and investments to support 31 of our 67 counties and hundreds of rural communities across Florida. We have seen tremendous economic growth in urban areas of Florida, its Rural Florida’s turn.”

“Modern Florida is the envy of the nation, and we won’t leave our rural communities behind. Our small communities are strong, proud, and resilient. When disaster strikes, as it has so often in recent years, they band together, neighbor helping neighbor,” said Senator Simon who represents 12 rural counties across Florida’s panhandle and big bend. “Quality of life in rural areas can be impacted by access to job opportunities, education and health care. We are combining enhancements to the traditional infrastructure for schools and hospitals with innovations that drastically expand opportunities for education, commerce, and health care in rural Florida. We know commerce and capital are attracted to strong transportation infrastructure and robust public services, which will provide the chance for rural communities to prosper and grow in a manner that maintains a highly sought after and time-honored way of life.”

**SB 110 – FLORIDA’S RURAL RENAISSANCE****Increases Support and Partnerships with Rural Communities*****Modernizes Support for Fiscally-Constrained Counties to Account for Inflation***

Many communities are growing out of the current definitions used in Florida law for rural and fiscally constrained counties (FCC), either due to population increases or increases in the amount of property taxes raised. The bill modernizes these definitions. For example, the bill increases the FCC threshold (set in 2006) from a county that raises \$5 million in property tax revenue per 1 mil, to \$10 million per 1 mil.

Currently, a distribution from the tax collected on direct-to-home satellite service is provided to fiscally constrained counties that participate in the half-cent sales tax program. FCCs are estimated to receive a total distribution of \$10.4 million in FY 2024-2025. The allocation among the several FCCs is based on a formula that uses a county's millage rate, population, and school taxable value. FCCs may use these funds for any public purpose except for debt service.

The bill increases the total distribution to no less than \$50 million per fiscal year and changes the revenue source from the tax on direct-to-home satellite service to sales tax, which will align the distribution for FCCs with the overall state economy. The bill also changes the allocation formula to use sales tax collections, per capita personal income, and population. Finally, the bill adds spending requirements. Specifically, 50% of the distribution must be used for public safety, 30% for infrastructure, and 20% for any public purpose. Debt service is not allowed.

Due to the new distribution for FCCs from the state's General Revenue Fund, the entire portion of the tax collected on direct-to-home satellite service that is earmarked for deposit into the Local Government Half-Cent Sales Tax Trust Fund is made available to all participating counties. In addition to the new \$50 million General Revenue distribution created in the bill, FCCs will also benefit from a share of the estimated \$10 million now becoming available to all participating counties.

#### ***Creates the Office of Rural Prosperity***

The bill creates the Office of Rural Prosperity at the Department of Commerce to provide technical assistance to rural communities. The Office will promote and facilitate statewide planning assistance for local governments, serving as a robust resource for rural local governments with dedicated regional staff. Personnel will be permanently assigned to regional rural community liaison centers across the state to engage with locals and facilitate access to resources. They will aid local governments in accessing state and federal resources and conduct routine trainings on requirements of the Community Planning Act and other relevant state and federal legislation.

The Office will create and maintain an interactive tool, the "Rural Resource Directory," designed for rural local governments to navigate state and federal grants and resources. OPPAGA will review the effectiveness of the Office of Rural Prosperity every three years, after an annual review for the initial three years. The bill also modernizes the existing Rural Economic Development Initiative (REDI) statute and rural local government strategy.

#### ***Establishes Renaissance Grants for Counties with Declining Population***

A subset of our rural communities has lost population over the last decade (Gadsden, Hardee, Talyor, Jackson, Calhoun, Liberty, Madison, and Lafayette Counties), resulting in declining business activity. The bill creates a \$1 million block grant for each of the eight counties with declining population. Each county must develop a plan to use the funds with the goal of population growth. Use of these funds will be audited. The grant will be awarded annually until the county sees three consecutive years of population growth.

#### ***Funds for Rural Public Infrastructure Innovations***

To facilitate the use of innovative, cost-saving technologies that will help rural governments save time and money, the bill creates a competitive application process for organizations with at least three years of experience in bringing innovations to local communities. Funds will help rural governments test and use new technologies.

#### ***Enhances Rural Economic Development Initiatives***

Local or regional economic development community partners in rural communities can apply for grants to help cover the cost of site preparedness, and marketing and training opportunities to further economic development initiatives. Further, by working with the Office and updating REDI functions, the attention to rural areas will increase the likelihood that goals are maximized and successful.

#### ***Adds Small Business Development Center Circuit Riders***

Growing small businesses fosters a sense of community and attracts people and commerce to the community as it grows. The Small Business Development Center currently funds staff in rural areas to "ride the circuit" of their region and work with local governments and communities to bring services, including access to capital, technical assistance, and other small business services.

SDBC is a federal program that utilizes federal funding and matching funds from local state college partners. The bill appropriates \$1 million to increase circuit riders and reach more communities through this program.

#### **Maximizes Options for Rural Housing**

##### ***Raises Minimum Allocations for SHIP to Jump Start Rural Housing Options***

Currently allocations are population-based, with the minimum allocation for each county within the State Housing Initiatives Partnership (SHIP) Program set at \$350,000. The bill increases the minimum allocation for each county to \$1 million which will provide additional funding to rural communities.

##### ***Preserves Rental Housing in Rural Communities***

The United States Department of Agriculture (USDA) currently offers more than 14,000 subsidized rental units at over 300 properties across the state, the vast majority of which are located in rural areas. USDA-financed properties are reaching the end of their use restrictions and are at risk of turning into market rate rental housing. To preserve these units as affordable rentals, the bill appropriates funds for rehabilitation or acquisition for owners who agree to maintain the properties as affordable housing.

#### **Enhances Rural Transportation and Broadband Infrastructure**

##### ***Expands Rural Infrastructure Fund***

The Rural Infrastructure Fund (RIF) facilitates planning, preparing, and financing of infrastructure projects in rural communities to encourage job creation and capital investment in rural economies. RIF funds can be used by rural communities as a match for other infrastructure funding programs. Currently the program is appropriated \$5 million annually. The bill increases the recurring appropriation to \$10 million, with a onetime additional infusion of \$40 million.

##### ***Increases Rural Revolving Loan Program Funding***

The Rural Revolving Loan Program was created by the Legislature in 1996 to facilitate the use of existing federal, state, and local financial resources by providing local governments with access to funds to promote the economic viability of rural communities. The program is intended to be highly flexible and the loan amounts vary depending on the need of applicants. Currently, the program receives \$420,000 annually. The bill increases the recurring funding to a total of \$1.4 million, with a one-time additional infusion of \$4 million. Because these are loans, these funds will be leveraged by rural communities many times.

##### ***Improves Coordination for Federal Broadband Programs***

Broadband access has become a critical quality of life issue, with high-speed internet serving as a gateway to commerce, education, and health care. Florida is set to receive \$1.2 billion in federal

funding through the Broadband Equity Access and Deployment (BEAD) Program, in addition to other federal funds allocated to broadband, including \$366 million from the federal Capital Project Fund and \$400 million pandemic funds appropriated by the Legislature to the Broadband Opportunity Program.

The bill improves coordination and technical assistance between the Office of Broadband at the Department of Commerce and rural or underserved communities in need of broadband services.

### ***Historic Commitment to Farm to Market Roads***

The bill creates the Florida Arterial Road Modernization (FARM) Program, amending the existing arterial rural highway projects statutes to incorporate funding for roads used primarily as farm-to-market connections between rural agricultural areas and market distribution centers.

The bill creates a new distribution specifically for arterial roads from existing documentary stamp revenues by redirecting \$30 million from unallocated funds collected through Documentary Stamps to the State Transportation Trust Fund (STTF). With existing funding of \$20 million annually, this results in a \$50 million annual investment in arterial roads.

The bill also expands the FDOT County Incentive Grant Program to include projects that enhance connectivity between rural agricultural areas and market distribution centers, and allows counties within the Everglades Agricultural Area to request additional funding for such projects.

### ***Expands Small County Road Assistance Program***

The Small County Road Assistance Program (SCRAP) assists small county governments in resurfacing and reconstructing county roads. The bill redirects a portion of vehicle title fees, which are currently directed to the state's general revenue fund, to the STTF to increase funding available for the program. The Department of Transportation (DOT) is currently required to expend \$25 million on the program, and this redirect more than doubles the state's investment in these counties.

### **Improves Education Opportunities in Rural Communities**

#### ***Expands Regional Education Consortia***

Current education regional consortium service organizations include the Northeast Florida Educational Consortium (NEFEC); Panhandle Area Educational Consortium (PAEC); and Heartland Educational Consortium (HEC), which serve small, rural school districts to reduce overhead administrative costs, minimize duplication of services, promote new programs, and provide personnel and programmatic support.

School districts with 20,000 or fewer students, lab schools, and the Florida School for the Deaf and the Blind may enter into cooperative agreements to form a regional consortium service organization. Each regional consortium receives a grant of \$50,000 per school district and eligible member to be used for the delivery of services within the participating school districts. The consortium board of directors, made up of the superintendents of the participating school districts, determines the services and use of funds. The bill increases from \$50,000 to \$150,000 the consortia funding per eligible member and appropriates recurring funding for this investment.

#### ***Creates Regional Consortium Service Organization Supplemental Services Program***

The bill creates a grant program administered by the three regional consortium service organizations to supplement member needs related to transportation; district finance personnel services; cybersecurity

support; school safety; college, career, and workforce development; academic supports; and behavior support within exceptional student education services.

#### ***Updates Special Facility Construction Account***

The Special Facility Construction Account (SFCA) provides construction funds to school districts that have urgent construction needs but lack sufficient resources and have no reasonable expectation of raising needed funds over the next three years through tax revenue. Typically, the projects that receive funds through the SFCA are located in rural areas that have an insufficient tax base to fund large construction projects.

A school district receiving funding must levy the maximum discretionary millage (1.5 mills) for three years before making a request and until project completion. Of that levy, the school district must pay the value of 1 mill per year to the project. This is collected by the Department of Education. This leaves participating districts with limited ability to pay for other fixed capital outlay needs. The bill authorizes a school district that receives funds through the SFCA to retain its entire 1.5 mill discretionary ad valorem levy.

#### ***Adds a Student Loan Repayment Program for Rural Educators***

The bill creates the Rural Incentive for Professional Educators (RIPE) program to help small counties attract and retain instructional personnel and administrators. The program provides a yearly benefit for educators that reside in and work as instructional employees or administrators at public or private schools in a fiscally constrained county.

Participants receive up to \$15,000 in total student loan repayment assistance over five years, disbursed in annual payments not to exceed \$3,000 per year.

#### **Expands Access to Health Care in Rural Florida**

##### ***Growing Doctors and Nurses in Rural Areas***

Rural communities in Florida have limited access to medical care. As a result, these communities are home to more people with medically-complex needs, which if addressed through preventative and primary care, could significantly improve quality of life and reduce costs for families. Physicians, physician assistants and autonomous APRNs might be more willing to locate to rural areas with grant funding to establish primary care practices in rural areas.

Existing financial incentive programs (e.g. Florida Reimbursement Assistance for Medical Education, FRAME) do not fund facility construction, acquisition, renovation, or lease; medical equipment and furnishings; or information technology. All of these are needed in order for a practice to be established. The bill creates a new grant program to help start-up physician, physician assistants, and autonomous APRN offices and practices in rural areas.

The bill also expands the existing FRAME program to include medical doctors or osteopathic doctors who are board certified or board eligible in emergency medicine and who are employed by or under contract with a rural hospital or rural emergency hospital.

##### ***Training Rural Paramedics and EMTs in Advanced Stroke, Cardiac, and Obstetrics Response***

Stroke, Cardiac and Obstetrics patients in rural Florida face challenges including limited access to hospitals, fewer resources, and a lack of advanced treatments. These challenges can lead to worse health outcomes and higher mortality rates.

The bill creates the Stroke, Cardiac, and Obstetric Response and Education (SCORE) Grant Program within the Department of Health to increase access to high-quality stroke, cardiac, and obstetric care through the application of technology and innovative training for medical professionals who provide emergency care, including EMTs and other first responders.

***Expands Rural Hospital Grant Program To Cover Mobile Units and Telemedicine Kiosks***

The Rural Hospital Capital Improvement Program provides critical funding to rural hospitals to acquire, repair, improve, and upgrade systems, facilities, or equipment. The state budget currently includes \$10 million in recurring funding for these grants.

The bill adds \$25 million in nonrecurring funding to meet the growing needs of rural hospitals. Funds will cover mobile units to provide primary care services, behavioral health services, or obstetric and gynecological services in rural areas, and telemedicine kiosks to provide urgent care services remotely in rural areas.

***Increases Existing Medicaid Payments for Rural Hospitals***

In Florida, five rural hospitals have closed, primarily due to financial challenges. A "critical access hospital" (CAH) is one that meets federal standards, including location in a rural area and distance from other hospitals. Federal Medicare recognizes this distinction and provides higher payments for Medicare services provided at these hospitals. However, Florida Medicaid reimbursement does not recognize CAH status.

The bill appropriates additional dollars to enhance Medicaid payments to reimburse rural hospitals that provide care for the current Medicaid population, similar to Medicare reimbursement.

**Rural Renaissance Appropriations – \$200.8 million**

- Renaissance Grants – \$8 million
- Office of Rural Prosperity – \$2.5 million
- Preserving Rental Housing in Rural Communities – \$30 million
- Rural Strategy Grants – \$250,000
- Rural Infrastructure Fund – \$45 million
- Rural Revolving Loan Program – \$5 million
- Innovations for Rural Counties – \$500,000
- Small Business Development Center Network – \$1 million
- Student Loan Repayment for Rural Educators – \$7 million
- Regional Education Consortia – Increase from \$50K to \$150K per district – \$3.6 million
- Regional Education Consortia Grants – \$25 million
- Rural Hospital Medicaid Enhancement – \$7.7 million state, \$10.3 million federal (updated based on most recent estimate)
- Rural Hospital Improvement Grants – \$25 million
- Stroke, Cardiac, and Obstetric Response and Education – \$5 million
- Doctor/PA/APRN Start Up Program – \$25 million

**General Revenue Redirects in the Bill**

- Fiscally Constrained Counties – approximately \$50.7 million (updated based on most recent estimate)
- Direct-to-Home Satellite Tax – approximately \$10.2 million
- Farm-to-Market Roads – \$30 million State Transportation Trust Fund
- Small County Road Assistance Program – approximately \$35.6 million State Transportation Trust Fund (updated based on most recent estimate)

**Additional Funding for General Appropriations Act**

- State Housing Initiatives Partnership (SHIP) Program – \$18.8 million

For more information, please visit [www.FLSeante.gov](http://www.FLSeante.gov).

# # #





155 F Road Loxahatchee Groves, FL 33470

**TO:** Mayor and Town Council  
**FROM:** Francine Ramaglia, Town Manager  
**DATE:** June 3, 2025  
**SUBJECT:** Presentation of Proclamation for Code Enforcement Officer Appreciation Week

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**Background:**

Code Enforcement Officer Appreciation Week is the second week of June 2025. During this time, we recognize the services of the Loxahatchee Groves Code Officers.

**Recommendations:**

N/A



# PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

***WHEREAS**, code enforcement officers are dedicated public servants who play a vital role in maintaining the health, safety, and quality of life within our community; and*

***WHEREAS**, these officers provide essential services by enforcing local codes and ordinances that safeguard the character of neighborhoods, promote responsible property maintenance, and protect the overall environment of the Town; and*

***WHEREAS**, code enforcement officers often work in challenging conditions and are required to balance enforcement with education, diplomacy, and public outreach; and*

***WHEREAS**, their work directly supports the Town's mission to preserve its rural and agricultural character by ensuring compliance with zoning, land use, building, environmental, and other public safety regulations; and*

***WHEREAS**, the State of Florida and municipalities across the country recognize the second week of June as **Code Enforcement Officer Appreciation Week** to honor these unsung heroes of local government;*

***NOW, THEREFORE**, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim the **SECOND WEEK OF JUNE 2025** as **CODE ENFORCEMENT OFFICER APPRECIATION WEEK** and encourage all residents to recognize and appreciate the important work done every day by the Town's Code Enforcement staff and code professionals throughout the state.*

## CODE ENFORCEMENT OFFICER APPRECIATION WEEK

*In the Town of Loxahatchee Grove,  
Palm Beach County, Florida*

***IN WITNESS WHEREOF**, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 3<sup>rd</sup> day of June 2025.*

---

*Anita Kane, Mayor*

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*Valerie Oakes, CMC, Town Clerk*



155 F Road Loxahatchee Groves, FL 33470

**TO: Mayor and Town Council**

**FROM: Caryn Gardner-Young, Community Standards Director**

**THRU: Francine Ramaglia, Town Manager**

**DATE: June 3, 2025**

**SUBJECT: Special Magistrate Contract**

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**Background:**

The Town of Loxahatchee Groves has adopted an alternative code enforcement system, utilizing a Special Magistrate, to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in the City. The Special Magistrate is a licensed attorney who is vested with all the powers granted under Chapter 162 of the Florida Statutes, as amended. He/She is appointed by the Town Council to hear cases brought by code officers for violations of any Town ordinances or the Town Code.

On September 20, 2022, the town entered into a Professional Services Agreement with the law firm of Davis & Associates, P.A to provide the Special Magistrate functions. Please see attached Exhibit A. Amity Barnard was appointed as the Special Magistrate, and Keith Davis as the alternate Special Magistrate. The term of the contract was for three years with two one-year extensions. As a result, the contract will automatically terminate on September 20, 2025, since the three-year term will end.

Town staff asked Davis & Associates, P.A., whether they would be interested in continuing to represent the Town. They indicated they would; however, they are seeking an increase in the hourly rate presently being charged to the Town. Their existing hourly rate is \$195.00 per hour. They have requested an hourly rate of \$215 per hour. Below is a list of their clients and the hourly rates being charged:

- Lake Park - \$350.00/hr
- Lake Worth - \$250.00/hr
- Greenacres - \$225.00/hr
- Ocean Ridge - \$215.00/hr
- South Palm Beach - \$200.00/hr
- Martin County - \$200.00/hr

- Pahokee - \$200.00/hr
- Palm Springs - \$200.00/hr
- Port St. Lucie – \$175.00/hr (increase currently being negotiated)
- West Palm Beach - \$165.00/hr (increase currently being negotiated)

Since the contract is three years old, we are in alignment with other clients' hourly rates, and costs have risen nationally, the Town Staff feels the hourly rate increase is not unreasonable.

Town Staff is recommending extending the Professional Services Agreement with the law firm of Davis & Associates, P. A. to provide the Special Magistrate functions for an additional year. Ms. Barnard has performed the Special Magistrate services without issues and understands the Town's processes and values.

***The Town Administration initiated contract negotiations with Davis & Associates P.A., proposing an hourly rate of \$200. However, Davis & Associates declined the offer and countered with a firm rate of \$215 per hour, indicating they were not willing to accept a lower amount.***

**Recommendations:**

Town staff recommends the approval of Resolution No. 2025-36, which extends the Professional Services Agreement with the law firm of Davis & Associates, P.A. for one additional year to September 20, 2026, with an hourly rate of \$215.00.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2025-36**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DAVIS & ASSOCIATES, P.A. FOR SPECIAL MAGISTRATE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 20, 2022, pursuant to Resolution 2022-57, the Town and Firm entered into an agreement for the provision of Special Magistrate services (“Professional Services Agreement”); and

**WHEREAS**, the Term of the Professional Services Agreement is for three (3) years with two (2) optional one (1) year extensions, which may be exercised by the Town Manager on behalf of the Town; and

**WHEREAS**, the expiration date of the Professional Services Agreement is September 19, 2025; and

**WHEREAS**, the hourly rate set forth in the Professional Services Agreement is One Hundred Ninety-Five Dollars (\$195.00), and the Firm has requested a rate increase of twenty dollars (\$20.00) per hour; and

**WHEREAS**, the Parties desire to exercise the first optional one-year renewal, amend the Professional Services Agreement to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred and Fifteen Dollars (\$215.00), and include a required human trafficking certification as incorporated and attached hereto as Exhibit A (“First Amendment”); and

**WHEREAS**, the Town finds entering into this First Amendment serves a valid purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the First Amendment to the Professional Services Agreement with Davis & Associates,

P.A.

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

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF JUNE, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Coleman II, Seat 4

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Special Magistrate Services)**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (“First Amendment”) is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Davis & Associates, P.A.**, a law firm licensed to do business in the State of Florida (“Firm”) (collectively, “Parties”) effective this 3<sup>rd</sup> day of June, 2025.

**RECITALS**

**WHEREAS**, on September 20, 2022, pursuant to Resolution 2022-57, the Town and Firm entered into an agreement for the provision of Special Magistrate services (“Professional Services Agreement”); and

**WHEREAS**, the Term of the Professional Services Agreement is for three (3) years with two (2) optional one (1) year extensions, which may be exercised by the Town Manager on behalf of the Town; and

**WHEREAS**, the expiration date of the Professional Services Agreement is September 19, 2025; and

**WHEREAS**, the Parties desire to exercise the first optional one-year renewal, amend the Professional Services Agreement to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred Dollars (\$200.00), and to include a required human trafficking certification; and

**WHEREAS**, the purpose of this First Amendment is to amend the Professional Services Agreement for the provision of the special magistrate services by the Firm; and

**WHEREAS**, the Town finds entering into this First Amendment serves a valid purpose.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Firm agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this First Amendment as true and correct statements.

**SECTION 2: TERM.** Pursuant to Section 4, “Term and Termination” of the Professional Services Agreement, the parties desire to exercise the first optional extension for one year, effective on September 20, 2026, through September 19, 2027.

**SECTION 3: AMENDMENT TO COMPENSATION PROVISION.** Section 5, “Compensation” of the Professional Services Agreement is hereby amended to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred Dollars (\$200.00) as follows:

**SECTION 5: COMPENSATION.**

a. Payments. The Town agrees to compensate Firm for services provided in the amount of ~~One Hundred Ninety-Five~~ Two Hundred Dollars (~~\$195.00~~\$200.00) per hour for hearings, legal research services, and preparation of orders. The Firm may charge for travel time to and from the hearings at one-half (1/2) the hourly rate. The Firm shall also be permitted to charge the Town an administrative fee of four percent (4%) to cover the costs

of copies, faxes, and other administrative activities.

b. Invoices. Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

Town of Loxahatchee Groves  
Attn: Town Manager  
155 F Road  
Loxahatchee Groves, FL 33470

**SECTION 4: NO OTHER CHANGES.** Except as expressly amended herein, all terms and conditions of the Professional Services Agreement shall remain in full force and effect.

**SECTION 5: ENTIRE AGREEMENT.** The Town and the Firm agree that this First Amendment and the Professional Services Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 6: COUNTERPARTS.** This First Amendment may be executed in one or more counterparts and/or electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this First Amendment.

**SECTION 7: ANTI-HUMAN TRAFFICKING.** By signing this First Amendment as set forth below, the Firm's authorized representative attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth at the beginning of this document.

ATTESTS:

TOWN OF LOXAHATCHEE GROVES

By: \_\_\_\_\_  
Valerie Oaks, Town Clerk

By: \_\_\_\_\_  
Francine Ramaglia, Town Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Office of the Town Attorney

DAVIS & ASSOCIATES, P.A.

By: \_\_\_\_\_  
Keith W. Davis  
Managing Shareholder

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

THE FOREGOING instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization on this \_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of Davis & Associates, P.A., who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Davis & Associates, P.A., to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Resolution No. 2025-37; FSA (Florida Sheriffs Association) Contract

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**Background:** The Public Works Department would like to utilize the FSA (Florida Sheriffs Association) Contract to procure two (2) Metro Matrix Message Board Trailer, Large with AGM Batteries. The price for one is \$19,600.00, total purchase amount will be \$39,200.00. This purchase was budgeted under our Traffic Control Signs GL.

Purchasing message boards will aid in communication between the Town and its residents. The intent of this purchase is for notification of road closures, important Town information, etc.

**Recommendations:** Staff recommends approval of Resolution No. 2025-37.

**RESOLUTION NO. 2025-37**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF ROADWAY ADVISORY BOARDS THROUGH COOPERATIVE PURCHASE THROUGH THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT FSA23-EQU21.0; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(6) of the Town of Loxahatchee Groves's ("Town") Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

**WHEREAS**, the Florida Sheriff's Association Cooperative Purchasing Program ("FSA"), a cooperative, offers cooperative purchasing contracts on a variety of goods and services; and

**WHEREAS**, the Town is in need of roadway advisory boards; and

**WHEREAS**, FSA has competitively procured contract FSA23-EQU21.0 with Vetted Security Solutions for this purpose; and

**WHEREAS**, the cooperative purchasing contract FSA23-EQU21.0 provides for purchase through the program by issuance of a purchase order for the desired goods and services; and

**WHEREAS**, the Town Council finds use of the cooperative purchasing contract serves a public purpose and is consistent with the Town's Purchasing Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval and Authorization.** The Town Council hereby authorizes the Town to purchase roadway advisory boards through the FSA cooperative purchasing contract FSA23-EQU21.0 by issuance of purchase orders under the terms of that cooperative purchasing contract, as supplemented and amended by the terms of the Town's purchase order. The Town Manager is authorized to execute any and all documents to implement the purchase, in forms acceptable to the Town Manager and Town Attorney.

**Section 3. Implementation.** The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

*Voted:*  
\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

*Voted:*  
\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

## FSA Cooperative Purchasing Program



**FSA23-EQU21.0: Equipment  
Final Award Contract Packet**



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

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

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

Item 6.

## **Notice of Final Award FSA23-EQU21.0: Equipment**

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

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

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

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

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

## FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Addition of Repair and Replacement Parts





PROTECTING, LEADING & UNITING SINCE 1893

**FLORIDA SHERIFFS ASSOCIATION**

2617 Mahan Drive  
Tallahassee, Florida 32308

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

## Contract Amendment

### FSA23-EQU21.0: Equipment

### Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

#### *3.26 – REPAIR AND REPLACEMENT PARTS*

*FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components 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 list price for parts and components.*

*Vendors may provide pricing by submitting a parts pricing sheet to [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org). Vendors are encouraged, but not required to use the template.*

*Items listed below are required for the submission of the pricing sheet:*

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

Please sign and return this Contract Amendment along with a completed pricing sheet. Awarded vendors who do not respond will not be authorized to sell parts until FSA CPP receives a completed Contract Amendment Acknowledgement and a parts pricing sheet.

For questions regarding this contract amendment, please email Hugh Oliver at [holiver@flsheriffs.org](mailto:holiver@flsheriffs.org).

☒ Yes, we wish to offer parts. Please see our completed pricing sheet.

☐ No, we do not wish to offer parts.

Name of Authorized Agent (Please Print):

Jeff Miller

Signature:

Jeff Miller

Awarded Vendor Company Name:

Green Thumb Palm Beach

Date:

1/21/25

## FSA Cooperative Purchasing Program



### FSA23-EQU21.0: Equipment Current Contract Prices

| Item # | Item Group                                                               | Item                                                    | Model #                       | Link                                                                                                                                      |
|--------|--------------------------------------------------------------------------|---------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | CanAm Outlander                                         | 500                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=1">https://www.myvendorlink.com/external/award?s=152500&amp;i=1</a>   |
| 2      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Honda Rubicon 520                                       | TRX520FA5-R                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=2">https://www.myvendorlink.com/external/award?s=152500&amp;i=2</a>   |
| 3      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Polaris Sportsman 570 EFI                               | A245EA57A1                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=3">https://www.myvendorlink.com/external/award?s=152500&amp;i=3</a>   |
| 4      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Suzuki KingQuad 400 ASI                                 | LT-A400FM3                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=4">https://www.myvendorlink.com/external/award?s=152500&amp;i=4</a>   |
| 5      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Yamaha Kodiak 450                                       | YFM45KDXPG                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=5">https://www.myvendorlink.com/external/award?s=152500&amp;i=5</a>   |
| 6      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Honda RANCHER 420 ATV                                   | RANCHER 420 ATV               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=6">https://www.myvendorlink.com/external/award?s=152500&amp;i=6</a>   |
| 7      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Polaris SPORTSMAN 450 ATV                               | SPORTSMAN 450 ATV             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=7">https://www.myvendorlink.com/external/award?s=152500&amp;i=7</a>   |
| 8      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Suzuki KING QUAD 400 ATV                                | KING QUAD 400 ATV             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=8">https://www.myvendorlink.com/external/award?s=152500&amp;i=8</a>   |
| 10     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Columbia Utilitruck                                     | Utilitruck                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=10">https://www.myvendorlink.com/external/award?s=152500&amp;i=10</a> |
| 11     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Greenworks CU400 Series                                 | CU400W-HD                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=11">https://www.myvendorlink.com/external/award?s=152500&amp;i=11</a> |
| 12     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Greenworks CU500 Series                                 | CU500-SB                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=12">https://www.myvendorlink.com/external/award?s=152500&amp;i=12</a> |
| 13     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Greenworks CU800 Series                                 | CU800-SB                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=13">https://www.myvendorlink.com/external/award?s=152500&amp;i=13</a> |
| 14     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Bobcat UW56                                             | UW56                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=14">https://www.myvendorlink.com/external/award?s=152500&amp;i=14</a> |
| 15     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Bobcat UV34                                             | UV34                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=15">https://www.myvendorlink.com/external/award?s=152500&amp;i=15</a> |
| 16     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | CanAm Defender                                          | HD7                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=16">https://www.myvendorlink.com/external/award?s=152500&amp;i=16</a> |
| 19     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Honda Pioneer 700                                       | SXS700M2M                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=19">https://www.myvendorlink.com/external/award?s=152500&amp;i=19</a> |
| 20     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | John Deere Gator                                        | HPX615E                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=20">https://www.myvendorlink.com/external/award?s=152500&amp;i=20</a> |
| 21     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Kawasaki Mule 4x4                                       | 4010                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=21">https://www.myvendorlink.com/external/award?s=152500&amp;i=21</a> |
| 22     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Kubota Diesel                                           | RTVX900                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=22">https://www.myvendorlink.com/external/award?s=152500&amp;i=22</a> |
| 23     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Polaris Ranger SP 570                                   | R24MAA57B1                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=23">https://www.myvendorlink.com/external/award?s=152500&amp;i=23</a> |
| 24     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Yamaha Viking                                           | YKM70BPPAP                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=24">https://www.myvendorlink.com/external/award?s=152500&amp;i=24</a> |
| 25     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | American Landmaster TRAIL CRUISER                       | TRAIL CRUISER                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=25">https://www.myvendorlink.com/external/award?s=152500&amp;i=25</a> |
| 26     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Honda PIONEER 520                                       | PIONEER 520                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=26">https://www.myvendorlink.com/external/award?s=152500&amp;i=26</a> |
| 27     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Polaris PRO XD MIDSIZE GAS COMMERCIAL                   | PRO XD MIDSIZE GAS COMMERCIAL | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=27">https://www.myvendorlink.com/external/award?s=152500&amp;i=27</a> |
| 30     | Bulldozer: 180hp                                                         | Caterpillar D6                                          | D6                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=30">https://www.myvendorlink.com/external/award?s=152500&amp;i=30</a> |
| 31     | Bulldozer: 180hp                                                         | John Deere 850L                                         | 850L                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=31">https://www.myvendorlink.com/external/award?s=152500&amp;i=31</a> |
| 33     | Bulldozer: 180hp                                                         | Case 2050M                                              | 2050M                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=33">https://www.myvendorlink.com/external/award?s=152500&amp;i=33</a> |
| 34     | Bulldozer: 180hp                                                         | Liebherr PR736                                          | PR736                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=34">https://www.myvendorlink.com/external/award?s=152500&amp;i=34</a> |
| 35     | Bulldozer: 70hp                                                          | Caterpillar D1                                          | D1                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=35">https://www.myvendorlink.com/external/award?s=152500&amp;i=35</a> |
| 36     | Bulldozer: 70hp                                                          | John Deere 450P                                         | 450P                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=36">https://www.myvendorlink.com/external/award?s=152500&amp;i=36</a> |
| 37     | Bulldozer: 70hp                                                          | Case 650M                                               | 650M                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=37">https://www.myvendorlink.com/external/award?s=152500&amp;i=37</a> |
| 38     | Bulldozer: 90hp                                                          | Caterpillar D2                                          | D2                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=38">https://www.myvendorlink.com/external/award?s=152500&amp;i=38</a> |
| 39     | Bulldozer: 90hp                                                          | John Deere 550P                                         | 550P                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=39">https://www.myvendorlink.com/external/award?s=152500&amp;i=39</a> |
| 41     | Bulldozer: 90hp                                                          | Case 850M                                               | 850M                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=41">https://www.myvendorlink.com/external/award?s=152500&amp;i=41</a> |
| 44     | Chipper: Brush Chipper                                                   | Vermeer BC1500                                          | BC1500                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=44">https://www.myvendorlink.com/external/award?s=152500&amp;i=44</a> |
| 46     | Compactor: 80,000 lbs. Landfill Compactor                                | Bomag BC773RB-5                                         | BC773RB-5                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=46">https://www.myvendorlink.com/external/award?s=152500&amp;i=46</a> |
| 47     | Compactor: 80,000 lbs. Landfill Compactor                                | Caterpillar 826                                         | 826                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=47">https://www.myvendorlink.com/external/award?s=152500&amp;i=47</a> |
| 48     | Compactor: 80,000 lbs. Landfill Compactor                                | Tana H380                                               | H380                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=48">https://www.myvendorlink.com/external/award?s=152500&amp;i=48</a> |
| 49     | Compactor: 80,000 lbs. Landfill Compactor                                | Volvo LC450H                                            | LC450H                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=49">https://www.myvendorlink.com/external/award?s=152500&amp;i=49</a> |
| 50     | Compressor: Air Compressor - Trailer Mounted                             | Atlas Copco XAS 188 T4F                                 | XAS 188 T4F                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=50">https://www.myvendorlink.com/external/award?s=152500&amp;i=50</a> |
| 51     | Compressor: Air Compressor - Trailer Mounted                             | Doosan P185/HP185WDO-T4F                                | P185/HP185WDO-T4F             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=51">https://www.myvendorlink.com/external/award?s=152500&amp;i=51</a> |
| 52     | Compressor: Air Compressor - Trailer Mounted                             | MULTIQUIP DI5185SSI4F                                   | DI5185SSI4F                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=52">https://www.myvendorlink.com/external/award?s=152500&amp;i=52</a> |
| 53     | Compressor: Air Compressor - Trailer Mounted                             | Sullair 185 T4F                                         | 185 T4F                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=53">https://www.myvendorlink.com/external/award?s=152500&amp;i=53</a> |
| 54     | Compressor: Air Compressor - Trailer Mounted                             | Sullivan Palatek D185P                                  | D185P                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=54">https://www.myvendorlink.com/external/award?s=152500&amp;i=54</a> |
| 55     | Compressor: Air Compressor - Trailer Mounted                             | Chicago Pneumatic CP5185-100 Trailer Mounted Compressor | CP5185-100                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=55">https://www.myvendorlink.com/external/award?s=152500&amp;i=55</a> |
| 56     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Bell B25E                                               | B25E                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=56">https://www.myvendorlink.com/external/award?s=152500&amp;i=56</a> |
| 57     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Caterpillar 725                                         | 725                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=57">https://www.myvendorlink.com/external/award?s=152500&amp;i=57</a> |
| 58     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | DEVELON DA30-5                                          | DA30-5                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=58">https://www.myvendorlink.com/external/award?s=152500&amp;i=58</a> |
| 59     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | John Deere 260P                                         | 260P                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=59">https://www.myvendorlink.com/external/award?s=152500&amp;i=59</a> |
| 61     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Volvo A25G                                              | A25G                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=61">https://www.myvendorlink.com/external/award?s=152500&amp;i=61</a> |
| 62     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Rokbak RA30 Dump Truck                                  | RA30 Dump Truck               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=62">https://www.myvendorlink.com/external/award?s=152500&amp;i=62</a> |
| 63     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Liebherr TA230                                          | TA230                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=63">https://www.myvendorlink.com/external/award?s=152500&amp;i=63</a> |
| 64     | Excavator: All Terrain Walking Excavator                                 | Kaiser S8                                               | S8                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=64">https://www.myvendorlink.com/external/award?s=152500&amp;i=64</a> |
| 65     | Excavator: All Terrain Walking Excavator                                 | Menzi Muck                                              | M4                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=65">https://www.myvendorlink.com/external/award?s=152500&amp;i=65</a> |
| 66     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Bobcat E88                                              | E88                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=66">https://www.myvendorlink.com/external/award?s=152500&amp;i=66</a> |
| 68     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Caterpillar 308                                         | 308                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=68">https://www.myvendorlink.com/external/award?s=152500&amp;i=68</a> |
| 69     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | DEVELON DX89R-7                                         | DX89R-7                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=69">https://www.myvendorlink.com/external/award?s=152500&amp;i=69</a> |
| 70     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Hitachi ZX75US                                          | ZX75US                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=70">https://www.myvendorlink.com/external/award?s=152500&amp;i=70</a> |
| 71     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Hyundai R80CR-9A                                        | R80CR-9A                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=71">https://www.myvendorlink.com/external/award?s=152500&amp;i=71</a> |
| 72     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | John Deere 75P                                          | 75P                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=72">https://www.myvendorlink.com/external/award?s=152500&amp;i=72</a> |
| 75     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Kubota KX080-4S                                         | KX080-4S                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=75">https://www.myvendorlink.com/external/award?s=152500&amp;i=75</a> |
| 76     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Link-Belt 75X3                                          | 75X3                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=76">https://www.myvendorlink.com/external/award?s=152500&amp;i=76</a> |
| 77     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Takeuchi TB290                                          | TB290                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=77">https://www.myvendorlink.com/external/award?s=152500&amp;i=77</a> |
| 78     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Volvo ECR88D                                            | ECR88D                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=78">https://www.myvendorlink.com/external/award?s=152500&amp;i=78</a> |
| 79     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Case CX80C                                              | CX80C                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=79">https://www.myvendorlink.com/external/award?s=152500&amp;i=79</a> |
| 80     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Yanmar V1080-1A                                         | V1080-1A                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=80">https://www.myvendorlink.com/external/award?s=152500&amp;i=80</a> |
| 81     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Mecalac 8MCR                                            | 8MCR                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=81">https://www.myvendorlink.com/external/award?s=152500&amp;i=81</a> |

|     |                                                                                   |                                       |                 |                                                                                                                                             |
|-----|-----------------------------------------------------------------------------------|---------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 82  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Caterpillar 317 GC                    | 317 GC          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=82">https://www.myvendorlink.com/external/award?s=152500&amp;i=82</a>   |
| 83  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | DEVELON DX180LC-5                     | DX180LC-5       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=83">https://www.myvendorlink.com/external/award?s=152500&amp;i=83</a>   |
| 84  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Hitachi ZX160LC                       | ZX160LC         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=84">https://www.myvendorlink.com/external/award?s=152500&amp;i=84</a>   |
| 85  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Hyundai HX160AL                       | HX160AL         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=85">https://www.myvendorlink.com/external/award?s=152500&amp;i=85</a>   |
| 86  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | John Deere 160P                       | 160P            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=86">https://www.myvendorlink.com/external/award?s=152500&amp;i=86</a>   |
| 89  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Link-Belt 160X4                       | 160X4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=89">https://www.myvendorlink.com/external/award?s=152500&amp;i=89</a>   |
| 90  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Volvo EC160E                          | EC160E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=90">https://www.myvendorlink.com/external/award?s=152500&amp;i=90</a>   |
| 91  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Case CX170E                           | CX170E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=91">https://www.myvendorlink.com/external/award?s=152500&amp;i=91</a>   |
| 92  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Bobcat E165                           | E165            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=92">https://www.myvendorlink.com/external/award?s=152500&amp;i=92</a>   |
| 93  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Liebherr R920                         | R920            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=93">https://www.myvendorlink.com/external/award?s=152500&amp;i=93</a>   |
| 94  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Caterpillar 336                       | 336             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=94">https://www.myvendorlink.com/external/award?s=152500&amp;i=94</a>   |
| 95  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | DEVELON DX350LC-7                     | DX350LC-7       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=95">https://www.myvendorlink.com/external/award?s=152500&amp;i=95</a>   |
| 96  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Hitachi ZX350LC                       | ZX350LC         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=96">https://www.myvendorlink.com/external/award?s=152500&amp;i=96</a>   |
| 97  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Hyundai HX330AL                       | HX330AL         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=97">https://www.myvendorlink.com/external/award?s=152500&amp;i=97</a>   |
| 98  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | John Deere 350P                       | 350P            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=98">https://www.myvendorlink.com/external/award?s=152500&amp;i=98</a>   |
| 101 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Link-Belt 350X4                       | 350X4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=101">https://www.myvendorlink.com/external/award?s=152500&amp;i=101</a> |
| 102 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Volvo EC350 E                         | EC350 E         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=102">https://www.myvendorlink.com/external/award?s=152500&amp;i=102</a> |
| 103 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Case CX350D                           | CX350D          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=103">https://www.myvendorlink.com/external/award?s=152500&amp;i=103</a> |
| 104 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Hitachi ZX350                         | ZX350           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=104">https://www.myvendorlink.com/external/award?s=152500&amp;i=104</a> |
| 105 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Liebherr R934                         | R934            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=105">https://www.myvendorlink.com/external/award?s=152500&amp;i=105</a> |
| 106 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Bobcat E32                            | E32             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=106">https://www.myvendorlink.com/external/award?s=152500&amp;i=106</a> |
| 107 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Caterpillar 303                       | 303             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=107">https://www.myvendorlink.com/external/award?s=152500&amp;i=107</a> |
| 108 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | DEVELON DX35Z-7                       | DX35Z-7         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=108">https://www.myvendorlink.com/external/award?s=152500&amp;i=108</a> |
| 109 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Hitachi ZX35-U                        | ZX35-U          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=109">https://www.myvendorlink.com/external/award?s=152500&amp;i=109</a> |
| 110 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Hyundai R35Z-9A                       | R35Z-9A         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=110">https://www.myvendorlink.com/external/award?s=152500&amp;i=110</a> |
| 111 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | John Deere 35P                        | 35P             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=111">https://www.myvendorlink.com/external/award?s=152500&amp;i=111</a> |
| 114 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Kubota U35-4                          | U35-4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=114">https://www.myvendorlink.com/external/award?s=152500&amp;i=114</a> |
| 115 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Takeuchi TB240                        | TB240           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=115">https://www.myvendorlink.com/external/award?s=152500&amp;i=115</a> |
| 116 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Volvo EC37F                           | EC37F           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=116">https://www.myvendorlink.com/external/award?s=152500&amp;i=116</a> |
| 117 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Yanmar VIO35-6A                       | VIO35-6A        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=117">https://www.myvendorlink.com/external/award?s=152500&amp;i=117</a> |
| 118 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Case CX37C                            | CX37C           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=118">https://www.myvendorlink.com/external/award?s=152500&amp;i=118</a> |
| 119 | Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type     | Gradall XL4200                        | XL4200          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=119">https://www.myvendorlink.com/external/award?s=152500&amp;i=119</a> |
| 120 | Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type | Gradall XL4100                        | XL4100          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=120">https://www.myvendorlink.com/external/award?s=152500&amp;i=120</a> |
| 123 | Excavator: Vacuum Excavator - Trailer Mounted                                     | Vermeer LP873SDT                      | LP873SDT        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=123">https://www.myvendorlink.com/external/award?s=152500&amp;i=123</a> |
| 125 | Excavator: Vacuum Excavator - Trailer Mounted                                     | Truvac TRXX                           | TRXX 800        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=125">https://www.myvendorlink.com/external/award?s=152500&amp;i=125</a> |
| 126 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Caterpillar M318                      | M318            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=126">https://www.myvendorlink.com/external/award?s=152500&amp;i=126</a> |
| 127 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | DEVELON DX210W-7                      | DX210W-7        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=127">https://www.myvendorlink.com/external/award?s=152500&amp;i=127</a> |
| 129 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | John Deere 190 GW                     | 190 GW          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=129">https://www.myvendorlink.com/external/award?s=152500&amp;i=129</a> |
| 130 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Volvo EW180E                          | EW180E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=130">https://www.myvendorlink.com/external/award?s=152500&amp;i=130</a> |
| 131 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Case WX210E                           | WX210E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=131">https://www.myvendorlink.com/external/award?s=152500&amp;i=131</a> |
| 132 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Liebherr A920                         | A920            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=132">https://www.myvendorlink.com/external/award?s=152500&amp;i=132</a> |
| 133 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Caterpillar 2CC4000                   | 2CC4000         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=133">https://www.myvendorlink.com/external/award?s=152500&amp;i=133</a> |
| 134 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Crown CGC20SC-9                       | CGC20SC-9       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=134">https://www.myvendorlink.com/external/award?s=152500&amp;i=134</a> |
| 135 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Mitsubishi FGC20CN                    | FGC20CN         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=135">https://www.myvendorlink.com/external/award?s=152500&amp;i=135</a> |
| 136 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Toyota 50-8FGCU20                     | 50-8FGCU20      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=136">https://www.myvendorlink.com/external/award?s=152500&amp;i=136</a> |
| 137 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Clark S20C                            | S20C            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=137">https://www.myvendorlink.com/external/award?s=152500&amp;i=137</a> |
| 138 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Hangcha FP20C                         | CPYD20-XW71B1-C | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=138">https://www.myvendorlink.com/external/award?s=152500&amp;i=138</a> |
| 139 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Hyundai 25LC-9                        | 25LC-9          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=139">https://www.myvendorlink.com/external/award?s=152500&amp;i=139</a> |
| 140 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Case 586H                             | 586H            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=140">https://www.myvendorlink.com/external/award?s=152500&amp;i=140</a> |
| 141 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Harlo HP5000                          | HP5000          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=141">https://www.myvendorlink.com/external/award?s=152500&amp;i=141</a> |
| 142 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Master Craft MC Series                | MC-5            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=142">https://www.myvendorlink.com/external/award?s=152500&amp;i=142</a> |
| 143 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Manitou M30-4                         | M30-4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=143">https://www.myvendorlink.com/external/award?s=152500&amp;i=143</a> |
| 144 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Bobcat TL723                          | TL723           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=144">https://www.myvendorlink.com/external/award?s=152500&amp;i=144</a> |
| 145 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Caterpillar TL642                     | TL642           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=145">https://www.myvendorlink.com/external/award?s=152500&amp;i=145</a> |
| 147 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Manitou MTA8044                       | MTA8044         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=147">https://www.myvendorlink.com/external/award?s=152500&amp;i=147</a> |
| 148 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Xtreme XR843-B                        | XR843-B         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=148">https://www.myvendorlink.com/external/award?s=152500&amp;i=148</a> |
| 149 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Snorkel SR9244                        | SR9244          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=149">https://www.myvendorlink.com/external/award?s=152500&amp;i=149</a> |
| 150 | Generator: 125kW Stationary                                                       | AKSA APD-ULJ125                       | APD-ULJ125      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=150">https://www.myvendorlink.com/external/award?s=152500&amp;i=150</a> |
| 151 | Generator: 125kW Stationary                                                       | Blue Star Power Systems JD125-02      | JD125-02        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=151">https://www.myvendorlink.com/external/award?s=152500&amp;i=151</a> |
| 152 | Generator: 125kW Stationary                                                       | Caterpillar D125                      | D125            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=152">https://www.myvendorlink.com/external/award?s=152500&amp;i=152</a> |
| 153 | Generator: 125kW Stationary                                                       | Generac SD130                         | SD130           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=153">https://www.myvendorlink.com/external/award?s=152500&amp;i=153</a> |
| 154 | Generator: 125kW Stationary                                                       | Gillette SPJD-1250                    | SPJD-1250       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=154">https://www.myvendorlink.com/external/award?s=152500&amp;i=154</a> |
| 155 | Generator: 125kW Stationary                                                       | Tradewinds T125                       | T125            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=155">https://www.myvendorlink.com/external/award?s=152500&amp;i=155</a> |
| 157 | Generator: 150kW Mobile                                                           | Blue Star Power Systems VD150-02FT4MP | VD150-02FT4MP   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=157">https://www.myvendorlink.com/external/award?s=152500&amp;i=157</a> |
| 158 | Generator: 150kW Mobile                                                           | Doosan G190WCU-3A-T4F                 | G190WCU-3A-T4F  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=158">https://www.myvendorlink.com/external/award?s=152500&amp;i=158</a> |
| 159 | Generator: 150kW Mobile                                                           | Generac/Magnum MDG175DF4              | MDG175DF4       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=159">https://www.myvendorlink.com/external/award?s=152500&amp;i=159</a> |
| 160 | Generator: 150kW Mobile                                                           | MULTIQUIP DCA180SSJU4F3               | DCA180SSJU4F3   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=160">https://www.myvendorlink.com/external/award?s=152500&amp;i=160</a> |
| 162 | Generator: 150kW Mobile                                                           | Tradewinds TM150                      | TM150           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=162">https://www.myvendorlink.com/external/award?s=152500&amp;i=162</a> |



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|-----|-------------------------------------------------------------------|-------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 163 | Generator: 150kW Mobile                                           | Wacker Neuson G180                        | G180               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=163">https://www.myvendorlink.com/external/award?s=152500&amp;i=163</a> |
| 164 | Generator: 500kW Mobile                                           | Blue Star Generator VD550-02FT4MP         | VD550-02FT4MP      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=164">https://www.myvendorlink.com/external/award?s=152500&amp;i=164</a> |
| 165 | Generator: 500kW Mobile                                           | Caterpillar XQ570                         | XQ570              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=165">https://www.myvendorlink.com/external/award?s=152500&amp;i=165</a> |
| 166 | Generator: 500kW Mobile                                           | Tradewinds TM500                          | TM500              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=166">https://www.myvendorlink.com/external/award?s=152500&amp;i=166</a> |
| 167 | Generator: 500kW Mobile                                           | Generac 570KVA                            | MDE570P            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=167">https://www.myvendorlink.com/external/award?s=152500&amp;i=167</a> |
| 168 | Generator: 500kW Mobile                                           | HiPower HRVW625T4F                        | HRVW625T4F         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=168">https://www.myvendorlink.com/external/award?s=152500&amp;i=168</a> |
| 169 | Generator: 500kW Mobile                                           | TechnoGen VO630TSX                        | VO630TSX           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=169">https://www.myvendorlink.com/external/award?s=152500&amp;i=169</a> |
| 170 | Generator: 500kW Mobile                                           | AKSA ADP-EPA-V550T4                       | ADP-EPA-V550T4     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=170">https://www.myvendorlink.com/external/award?s=152500&amp;i=170</a> |
| 171 | Generator: 500kW Stationary                                       | AKSA APD-UJ1500                           | APD-UJ1500         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=171">https://www.myvendorlink.com/external/award?s=152500&amp;i=171</a> |
| 172 | Generator: 500kW Stationary                                       | Blue Star Generator VD500-01              | VD500-01           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=172">https://www.myvendorlink.com/external/award?s=152500&amp;i=172</a> |
| 173 | Generator: 500kW Stationary                                       | Caterpillar C15                           | C15                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=173">https://www.myvendorlink.com/external/award?s=152500&amp;i=173</a> |
| 174 | Generator: 500kW Stationary                                       | Generac SD500                             | SD500              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=174">https://www.myvendorlink.com/external/award?s=152500&amp;i=174</a> |
| 175 | Generator: 500kW Stationary                                       | Gillette SPVD-5000                        | SPVD-5000          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=175">https://www.myvendorlink.com/external/award?s=152500&amp;i=175</a> |
| 176 | Generator: 500kW Stationary                                       | Tradewinds T500                           | T500               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=176">https://www.myvendorlink.com/external/award?s=152500&amp;i=176</a> |
| 178 | Generator: 500kW Stationary                                       | IGSA GSVL20500S                           | GSVL20500S         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=178">https://www.myvendorlink.com/external/award?s=152500&amp;i=178</a> |
| 180 | Generator: 60kW Stationary                                        | AKSA APD-UJ165                            | APD-UJ165          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=180">https://www.myvendorlink.com/external/award?s=152500&amp;i=180</a> |
| 181 | Generator: 60kW Stationary                                        | Blue Star JD60-02                         | JD60-02            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=181">https://www.myvendorlink.com/external/award?s=152500&amp;i=181</a> |
| 182 | Generator: 60kW Stationary                                        | Gillette SPD-600                          | SPD-600            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=182">https://www.myvendorlink.com/external/award?s=152500&amp;i=182</a> |
| 183 | Generator: 60kW Stationary                                        | IGSA GSJD30060-UL                         | GSJD30060-UL       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=183">https://www.myvendorlink.com/external/award?s=152500&amp;i=183</a> |
| 184 | Generator: 60kW Stationary                                        | Caterpillar D60                           | D60                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=184">https://www.myvendorlink.com/external/award?s=152500&amp;i=184</a> |
| 185 | Generator: 60kW Stationary                                        | Tradewinds T60                            | T60                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=185">https://www.myvendorlink.com/external/award?s=152500&amp;i=185</a> |
| 188 | Generator: 125kW Stationary                                       | IGSA GSJD30125S                           | GSJD30125S         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=188">https://www.myvendorlink.com/external/award?s=152500&amp;i=188</a> |
| 190 | Generator: 150kW Mobile                                           | Caterpillar XQ230                         | XQ230              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=190">https://www.myvendorlink.com/external/award?s=152500&amp;i=190</a> |
| 191 | Generator: 150kW Mobile                                           | AKSA ADP-EPA-1170T4                       | ADP-EPA-1170T4     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=191">https://www.myvendorlink.com/external/award?s=152500&amp;i=191</a> |
| 192 | Generator: 150kW Mobile                                           | Blue Star VD150-02FT4MP                   | VD150-02FT4MP      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=192">https://www.myvendorlink.com/external/award?s=152500&amp;i=192</a> |
| 193 | Generator: 150kW Mobile                                           | HiPower HRJW190T4F                        | HRJW190T4F         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=193">https://www.myvendorlink.com/external/award?s=152500&amp;i=193</a> |
| 194 | Horizontal Directional Drill                                      | Vermeer D24X40 S3                         | D24X40 S3          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=194">https://www.myvendorlink.com/external/award?s=152500&amp;i=194</a> |
| 195 | Leaf Collector: Trailer Mounted                                   | Bonnell Spartan                           | Leaf Pro - Trailer | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=195">https://www.myvendorlink.com/external/award?s=152500&amp;i=195</a> |
| 196 | Leaf Collector: Trailer Mounted                                   | ODB DCL800TM                              | DCL800TM           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=196">https://www.myvendorlink.com/external/award?s=152500&amp;i=196</a> |
| 197 | Lift: Scissor Lift - Self Propelled                               | Genie GS-1932                             | GS-1932            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=197">https://www.myvendorlink.com/external/award?s=152500&amp;i=197</a> |
| 198 | Lift: Scissor Lift - Self Propelled                               | JLG JLG ES1932                            | JLG ES1932         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=198">https://www.myvendorlink.com/external/award?s=152500&amp;i=198</a> |
| 199 | Lift: Scissor Lift - Self Propelled                               | Snorkel S321                              | S3219E             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=199">https://www.myvendorlink.com/external/award?s=152500&amp;i=199</a> |
| 201 | Light Tower: Hybrid Light Tower                                   | Signal Power HT444PC                      | HT444PC            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=201">https://www.myvendorlink.com/external/award?s=152500&amp;i=201</a> |
| 203 | Light Tower: Light Tower - Trailer Mounted                        | Doosan LCV6WKUB-60HZ-T4F                  | LCV6WKUB-60HZ-T4F  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=203">https://www.myvendorlink.com/external/award?s=152500&amp;i=203</a> |
| 204 | Light Tower: Light Tower - Trailer Mounted                        | Generac MLT4060                           | MLT4060            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=204">https://www.myvendorlink.com/external/award?s=152500&amp;i=204</a> |
| 205 | Light Tower: Light Tower - Trailer Mounted                        | Wacker Neuson LTV6L                       | LTV6L              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=205">https://www.myvendorlink.com/external/award?s=152500&amp;i=205</a> |
| 206 | Light Tower: Light Tower - Trailer Mounted                        | Wanco WLT-4MK6K                           | WLT-4MK6K          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=206">https://www.myvendorlink.com/external/award?s=152500&amp;i=206</a> |
| 207 | Loader: Loader Backhoe - 4x4                                      | Caterpillar 416                           | 416                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=207">https://www.myvendorlink.com/external/award?s=152500&amp;i=207</a> |
| 208 | Loader: Loader Backhoe - 4x4                                      | John Deere 310P                           | 310P               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=208">https://www.myvendorlink.com/external/award?s=152500&amp;i=208</a> |
| 209 | Loader: Loader Backhoe - 4x4                                      | Case 580SN                                | 580SN              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=209">https://www.myvendorlink.com/external/award?s=152500&amp;i=209</a> |
| 210 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Bobcat S62                                | S62                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=210">https://www.myvendorlink.com/external/award?s=152500&amp;i=210</a> |
| 211 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Caterpillar 236D3                         | 236D3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=211">https://www.myvendorlink.com/external/award?s=152500&amp;i=211</a> |
| 212 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | John Deere 318G                           | 318G               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=212">https://www.myvendorlink.com/external/award?s=152500&amp;i=212</a> |
| 213 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Kubota SSV65                              | SSV65              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=213">https://www.myvendorlink.com/external/award?s=152500&amp;i=213</a> |
| 214 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Case SV185B                               | SV185B             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=214">https://www.myvendorlink.com/external/award?s=152500&amp;i=214</a> |
| 216 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | Caterpillar 272D3                         | 272D3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=216">https://www.myvendorlink.com/external/award?s=152500&amp;i=216</a> |
| 217 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | John Deere 330G                           | 330G               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=217">https://www.myvendorlink.com/external/award?s=152500&amp;i=217</a> |
| 218 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | Case SV340B                               | SV340B             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=218">https://www.myvendorlink.com/external/award?s=152500&amp;i=218</a> |
| 220 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | Manitow 1050RT                            | 1050RT             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=220">https://www.myvendorlink.com/external/award?s=152500&amp;i=220</a> |
| 221 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Bobcat T770                               | T770               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=221">https://www.myvendorlink.com/external/award?s=152500&amp;i=221</a> |
| 222 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Caterpillar 279D3                         | 279D3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=222">https://www.myvendorlink.com/external/award?s=152500&amp;i=222</a> |
| 223 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | John Deere 331G                           | 331G               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=223">https://www.myvendorlink.com/external/award?s=152500&amp;i=223</a> |
| 224 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Kubota SVL 75-3                           | SVL 75-3           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=224">https://www.myvendorlink.com/external/award?s=152500&amp;i=224</a> |
| 225 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Takeuchi TL12V2                           | TL12V2             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=225">https://www.myvendorlink.com/external/award?s=152500&amp;i=225</a> |
| 226 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Case TR310B                               | TR310B             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=226">https://www.myvendorlink.com/external/award?s=152500&amp;i=226</a> |
| 227 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | ASV MAX-Series™ VT-100 Posi-Track® loader | VT-100             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=227">https://www.myvendorlink.com/external/award?s=152500&amp;i=227</a> |
| 228 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Yanmar TL100 Tracked Skid Steer           | TL100VS            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=228">https://www.myvendorlink.com/external/award?s=152500&amp;i=228</a> |
| 229 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Manitow 1050R                             | 1050R              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=229">https://www.myvendorlink.com/external/award?s=152500&amp;i=229</a> |
| 230 | Loader: Wheel Loader - 1.5 cubic yd.                              | Caterpillar 908                           | 908                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=230">https://www.myvendorlink.com/external/award?s=152500&amp;i=230</a> |
| 231 | Loader: Wheel Loader - 1.5 cubic yd.                              | Hitachi ZW120                             | ZW120              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=231">https://www.myvendorlink.com/external/award?s=152500&amp;i=231</a> |
| 232 | Loader: Wheel Loader - 1.5 cubic yd.                              | John Deere 324P                           | 324P               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=232">https://www.myvendorlink.com/external/award?s=152500&amp;i=232</a> |
| 233 | Loader: Wheel Loader - 1.5 cubic yd.                              | Manitow MLA7-75 H-Z                       | MLA7-75 H-Z        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=233">https://www.myvendorlink.com/external/award?s=152500&amp;i=233</a> |
| 234 | Loader: Wheel Loader - 1.5 cubic yd.                              | Takeuchi TW80                             | TW80               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=234">https://www.myvendorlink.com/external/award?s=152500&amp;i=234</a> |
| 235 | Loader: Wheel Loader - 1.5 cubic yd.                              | Volvo L45H                                | L45H               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=235">https://www.myvendorlink.com/external/award?s=152500&amp;i=235</a> |
| 236 | Loader: Wheel Loader - 1.5 cubic yd.                              | Case 321F                                 | 321F               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=236">https://www.myvendorlink.com/external/award?s=152500&amp;i=236</a> |
| 237 | Loader: Wheel Loader - 1.5 cubic yd.                              | Mecalac A Series                          | AS850              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=237">https://www.myvendorlink.com/external/award?s=152500&amp;i=237</a> |
| 238 | Loader: Wheel Loader - 1.5 cubic yd.                              | Yanmar V12                                | V12                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=238">https://www.myvendorlink.com/external/award?s=152500&amp;i=238</a> |
| 239 | Loader: Wheel Loader - 3.0 cubic yd.                              | Caterpillar 926                           | 926                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=239">https://www.myvendorlink.com/external/award?s=152500&amp;i=239</a> |

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|-----|------------------------------------------------------------------|-----------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 240 | Loader: Wheel Loader - 3.0 cubic yd.                             | DEVELON DL220-7                                     | DL220-7          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=240">https://www.myvendorlink.com/external/award?s=152500&amp;i=240</a> |
| 241 | Loader: Wheel Loader - 3.0 cubic yd.                             | DEVELON DL280-7                                     | DL280-7          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=241">https://www.myvendorlink.com/external/award?s=152500&amp;i=241</a> |
| 242 | Loader: Wheel Loader - 3.0 cubic yd.                             | Hitachi ZW180                                       | ZW180            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=242">https://www.myvendorlink.com/external/award?s=152500&amp;i=242</a> |
| 243 | Loader: Wheel Loader - 3.0 cubic yd.                             | Hyundai HL940A                                      | HL940A           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=243">https://www.myvendorlink.com/external/award?s=152500&amp;i=243</a> |
| 244 | Loader: Wheel Loader - 3.0 cubic yd.                             | John Deere 524P                                     | 524P             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=244">https://www.myvendorlink.com/external/award?s=152500&amp;i=244</a> |
| 246 | Loader: Wheel Loader - 3.0 cubic yd.                             | Volvo L60H2                                         | L60H2            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=246">https://www.myvendorlink.com/external/award?s=152500&amp;i=246</a> |
| 247 | Loader: Wheel Loader - 3.0 cubic yd.                             | Case 621G                                           | 621G             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=247">https://www.myvendorlink.com/external/award?s=152500&amp;i=247</a> |
| 248 | Loader: Wheel Loader - 3.0 cubic yd.                             | Liebherr L526                                       | L526             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=248">https://www.myvendorlink.com/external/award?s=152500&amp;i=248</a> |
| 249 | Loader: Wheel Loader - 5.75 cubic yd.                            | Caterpillar 972                                     | 972              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=249">https://www.myvendorlink.com/external/award?s=152500&amp;i=249</a> |
| 250 | Loader: Wheel Loader - 5.75 cubic yd.                            | DEVELON DL480-7                                     | DL480-7          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=250">https://www.myvendorlink.com/external/award?s=152500&amp;i=250</a> |
| 251 | Loader: Wheel Loader - 5.75 cubic yd.                            | Hitachi ZW310                                       | ZW310            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=251">https://www.myvendorlink.com/external/award?s=152500&amp;i=251</a> |
| 252 | Loader: Wheel Loader - 5.75 cubic yd.                            | Hyundai HL975                                       | HL975            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=252">https://www.myvendorlink.com/external/award?s=152500&amp;i=252</a> |
| 253 | Loader: Wheel Loader - 5.75 cubic yd.                            | John Deere 744P                                     | 744P             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=253">https://www.myvendorlink.com/external/award?s=152500&amp;i=253</a> |
| 255 | Loader: Wheel Loader - 5.75 cubic yd.                            | Volvo L150H                                         | L150H            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=255">https://www.myvendorlink.com/external/award?s=152500&amp;i=255</a> |
| 256 | Loader: Wheel Loader - 5.75 cubic yd.                            | Case 1021G Z Bar                                    | 1021G Z Bar      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=256">https://www.myvendorlink.com/external/award?s=152500&amp;i=256</a> |
| 257 | Loader: Wheel Loader - 5.75 cubic yd.                            | Liebherr L580                                       | L580             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=257">https://www.myvendorlink.com/external/award?s=152500&amp;i=257</a> |
| 258 | Low Speed Vehicle: Electric Type                                 | Columbia Journeyman                                 | Journeyman 2+2   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=258">https://www.myvendorlink.com/external/award?s=152500&amp;i=258</a> |
| 259 | Low Speed Vehicle: Electric Type                                 | GEM E4                                              | E4               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=259">https://www.myvendorlink.com/external/award?s=152500&amp;i=259</a> |
| 260 | Low Speed Vehicle: Electric Type                                 | GEM e2                                              | e2               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=260">https://www.myvendorlink.com/external/award?s=152500&amp;i=260</a> |
| 261 | Low Speed Vehicle: Electric Type                                 | Cruise Car ICON C40-ECO                             | C40-ECO          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=261">https://www.myvendorlink.com/external/award?s=152500&amp;i=261</a> |
| 262 | Low Speed Vehicle: Electric Type                                 | Star EV Capella CP-2                                | CP-2             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=262">https://www.myvendorlink.com/external/award?s=152500&amp;i=262</a> |
| 263 | Motor Grader: Large                                              | Caterpillar 120                                     | 120              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=263">https://www.myvendorlink.com/external/award?s=152500&amp;i=263</a> |
| 264 | Motor Grader: Large                                              | John Deere 620G                                     | 620G             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=264">https://www.myvendorlink.com/external/award?s=152500&amp;i=264</a> |
| 266 | Motor Grader: Large                                              | Case 856C                                           | 856C             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=266">https://www.myvendorlink.com/external/award?s=152500&amp;i=266</a> |
| 267 | Motor Grader: Small                                              | LeeBoy 685D                                         | 685D             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=267">https://www.myvendorlink.com/external/award?s=152500&amp;i=267</a> |
| 268 | Motor Grader: Small                                              | Weiler G65                                          | G65              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=268">https://www.myvendorlink.com/external/award?s=152500&amp;i=268</a> |
| 269 | Motor Grader: Small                                              | Case 836C                                           | 836C VHP         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=269">https://www.myvendorlink.com/external/award?s=152500&amp;i=269</a> |
| 271 | Mower: 15ft. Flex Wing Rotary Mower                              | Bush Hog 4115                                       | 4115             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=271">https://www.myvendorlink.com/external/award?s=152500&amp;i=271</a> |
| 272 | Mower: 15ft. Flex Wing Rotary Mower                              | John Deere FC15M                                    | FC15M            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=272">https://www.myvendorlink.com/external/award?s=152500&amp;i=272</a> |
| 274 | Mower: 15ft. Flex Wing Rotary Mower                              | Rhino 4150                                          | 4150             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=274">https://www.myvendorlink.com/external/award?s=152500&amp;i=274</a> |
| 275 | Mower: 15ft. Flex Wing Rotary Mower                              | Schulte FX-1800                                     | FX-1800          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=275">https://www.myvendorlink.com/external/award?s=152500&amp;i=275</a> |
| 276 | Mower: 15ft. Flex Wing Rotary Mower                              | Woods BW15.61                                       | BW15.61          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=276">https://www.myvendorlink.com/external/award?s=152500&amp;i=276</a> |
| 277 | Mower: Electric Zero Turn Radius Mower                           | Greenworks Optimus Z Zero Turn                      | CZ60R18X         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=277">https://www.myvendorlink.com/external/award?s=152500&amp;i=277</a> |
| 278 | Mower: Electric Zero Turn Radius Mower                           | Mean Green Electric Mowers RIVAL 60" SIDE DISCHARGE | RVL60S220        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=278">https://www.myvendorlink.com/external/award?s=152500&amp;i=278</a> |
| 279 | Mower: Remote Controlled Brush Mower                             | Alamo Industrial RC28                               | RC28             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=279">https://www.myvendorlink.com/external/award?s=152500&amp;i=279</a> |
| 282 | Mower: Remote Controlled Brush Mower                             | RC Mowers R-52                                      | R-52             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=282">https://www.myvendorlink.com/external/award?s=152500&amp;i=282</a> |
| 283 | Mower: Remote Controlled Brush Mower                             | Prinoth Raptor 100                                  | Raptor 100       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=283">https://www.myvendorlink.com/external/award?s=152500&amp;i=283</a> |
| 284 | Mower: Remote Controlled Brush Mower                             | AGRIA 9600-112                                      | 9600-112         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=284">https://www.myvendorlink.com/external/award?s=152500&amp;i=284</a> |
| 287 | Mower: Zero Turn Radius Mower                                    | Ferris ISX2200                                      | 5902078          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=287">https://www.myvendorlink.com/external/award?s=152500&amp;i=287</a> |
| 288 | Mower: Zero Turn Radius Mower                                    | Grasshopper 225                                     | 225              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=288">https://www.myvendorlink.com/external/award?s=152500&amp;i=288</a> |
| 289 | Mower: Zero Turn Radius Mower                                    | Gravely Proturn                                     | 360              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=289">https://www.myvendorlink.com/external/award?s=152500&amp;i=289</a> |
| 290 | Mower: Zero Turn Radius Mower                                    | Husqvarna Z560                                      | Z560             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=290">https://www.myvendorlink.com/external/award?s=152500&amp;i=290</a> |
| 291 | Mower: Zero Turn Radius Mower                                    | John Deere Z930M                                    | Z930M            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=291">https://www.myvendorlink.com/external/award?s=152500&amp;i=291</a> |
| 292 | Mower: Zero Turn Radius Mower                                    | Kubota Z725KH-3-60                                  | Z725KH-3-60      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=292">https://www.myvendorlink.com/external/award?s=152500&amp;i=292</a> |
| 293 | Mower: Zero Turn Radius Mower                                    | Scag Tiger Cat II                                   | STCII-26FTEFI    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=293">https://www.myvendorlink.com/external/award?s=152500&amp;i=293</a> |
| 294 | Mower: Zero Turn Radius Mower                                    | Bobcat ZT Series                                    | 9996010          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=294">https://www.myvendorlink.com/external/award?s=152500&amp;i=294</a> |
| 295 | Mower: Zero Turn Radius Mower                                    | Encore Caliber                                      | EC60FX850V5X     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=295">https://www.myvendorlink.com/external/award?s=152500&amp;i=295</a> |
| 296 | Mower: Zero Turn Radius Mower                                    | Encore Edge                                         | EE60LS2P82F32    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=296">https://www.myvendorlink.com/external/award?s=152500&amp;i=296</a> |
| 297 | Mower: Zero Turn Radius Mower                                    | Encore Prowler                                      | EP60FX921V5      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=297">https://www.myvendorlink.com/external/award?s=152500&amp;i=297</a> |
| 298 | Mower: Zero Turn Radius Mower                                    | Redmax CZT Series                                   | CZT60X           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=298">https://www.myvendorlink.com/external/award?s=152500&amp;i=298</a> |
| 299 | Mower: Zero Turn Radius Mower                                    | Hustler X-One                                       | 941856           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=299">https://www.myvendorlink.com/external/award?s=152500&amp;i=299</a> |
| 300 | Mower: Zero Turn Radius Mower                                    | Stihl RZ700                                         | RZ760k           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=300">https://www.myvendorlink.com/external/award?s=152500&amp;i=300</a> |
| 301 | Mower: Zero Turn Radius Mower                                    | Wright ZXL                                          | WZXL61S61E8E18   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=301">https://www.myvendorlink.com/external/award?s=152500&amp;i=301</a> |
| 302 | Pallet Jack: Electric 4,500 lbs. Capacity                        | Big Joe WPT45                                       | WPT45            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=302">https://www.myvendorlink.com/external/award?s=152500&amp;i=302</a> |
| 303 | Pallet Jack: Electric 4,500 lbs. Capacity                        | Jungheinrich EJE120                                 | EJE120           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=303">https://www.myvendorlink.com/external/award?s=152500&amp;i=303</a> |
| 304 | Pallet Jack: Electric 4,500 lbs. Capacity                        | Mitsubishi PW23                                     | PW23             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=304">https://www.myvendorlink.com/external/award?s=152500&amp;i=304</a> |
| 306 | Pipe Inspection: Battery Operated Pipe Crawler Inspection System | Envirosight Verisight Pro+                          | VSP200           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=306">https://www.myvendorlink.com/external/award?s=152500&amp;i=306</a> |
| 307 | Pipe Inspection: Battery Operated Pipe Crawler Inspection System | Aries UC3410                                        | UC3410           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=307">https://www.myvendorlink.com/external/award?s=152500&amp;i=307</a> |
| 308 | Pipe Inspection: Battery Operated Pipe Crawler Inspection System | Pipe Trekker A-200 Pipe Crawler                     | A-200            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=308">https://www.myvendorlink.com/external/award?s=152500&amp;i=308</a> |
| 309 | Pump: Mobile Pump                                                | Atlas Copco PAS 150 HF                              | PAS 150 HF       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=309">https://www.myvendorlink.com/external/award?s=152500&amp;i=309</a> |
| 310 | Pump: Mobile Pump                                                | BBA Pumps BA150E                                    | BA150E           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=310">https://www.myvendorlink.com/external/award?s=152500&amp;i=310</a> |
| 311 | Pump: Mobile Pump                                                | ECO PUMP Trailer Mounted Trash Pump                 | 6612T            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=311">https://www.myvendorlink.com/external/award?s=152500&amp;i=311</a> |
| 312 | Pump: Mobile Pump                                                | Global Pump 6GSTAP                                  | 6GSTAP           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=312">https://www.myvendorlink.com/external/award?s=152500&amp;i=312</a> |
| 313 | Pump: Mobile Pump                                                | Godwin CD 150S                                      | CD 150S          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=313">https://www.myvendorlink.com/external/award?s=152500&amp;i=313</a> |
| 314 | Pump: Mobile Pump                                                | Holland Pumps PT6TPC-P1104D44T                      | PT6TPC-P1104D44T | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=314">https://www.myvendorlink.com/external/award?s=152500&amp;i=314</a> |
| 315 | Pump: Mobile Pump                                                | MWI CT006                                           | CT006            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=315">https://www.myvendorlink.com/external/award?s=152500&amp;i=315</a> |
| 316 | Pump: Mobile Pump                                                | Pioneer PP66S12L71                                  | PP66S12L71       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=316">https://www.myvendorlink.com/external/award?s=152500&amp;i=316</a> |
| 317 | Pump: Mobile Pump                                                | Thompson Pump 6JSC                                  | 6JSC             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=317">https://www.myvendorlink.com/external/award?s=152500&amp;i=317</a> |

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|-----|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 318 | Pump: Mobile Pump                                                             | Tradewinds TPK66                                                                                      | TPK66                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=318">https://www.myvendorlink.com/external/award?s=152500&amp;i=318</a> |
| 321 | Pump: Mobile Pump                                                             | PRIMAX-SYKES CP                                                                                       | 150i                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=321">https://www.myvendorlink.com/external/award?s=152500&amp;i=321</a> |
| 322 | Roadway Advisory Board: Mobile Message Board                                  | AMSIG CMS-GP46ST                                                                                      | CMS-GP46ST             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=322">https://www.myvendorlink.com/external/award?s=152500&amp;i=322</a> |
| 323 | Roadway Advisory Board: Mobile Message Board                                  | K&K Systems MB9757                                                                                    | MB9757                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=323">https://www.myvendorlink.com/external/award?s=152500&amp;i=323</a> |
| 324 | Roadway Advisory Board: Mobile Message Board                                  | Kustom Signal Smart VMS                                                                               | 2                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=324">https://www.myvendorlink.com/external/award?s=152500&amp;i=324</a> |
| 325 | Roadway Advisory Board: Mobile Message Board                                  | Ver-Mac PCMS-1500                                                                                     | PCMS-1500              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=325">https://www.myvendorlink.com/external/award?s=152500&amp;i=325</a> |
| 326 | Roadway Advisory Board: Mobile Message Board                                  | Wanco Full Size 3-Line Message Board Trailer                                                          | WTLMB-A                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=326">https://www.myvendorlink.com/external/award?s=152500&amp;i=326</a> |
| 327 | Roadway Advisory Board: Mobile Message Board                                  | Wanco Full Size Full Matrix Message Board Trailer                                                     | WTMMB-A                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=327">https://www.myvendorlink.com/external/award?s=152500&amp;i=327</a> |
| 331 | Roadway Advisory Board: Mobile Speed Board                                    | K&K Systems LTER12                                                                                    | LTER12                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=331">https://www.myvendorlink.com/external/award?s=152500&amp;i=331</a> |
| 332 | Roadway Advisory Board: Mobile Speed Board                                    | Kustom Signal Smart                                                                                   | 12                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=332">https://www.myvendorlink.com/external/award?s=152500&amp;i=332</a> |
| 333 | Roadway Advisory Board: Mobile Speed Board                                    | Ver-Mac SP-710V                                                                                       | SP-710V                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=333">https://www.myvendorlink.com/external/award?s=152500&amp;i=333</a> |
| 334 | Roadway Advisory Board: Mobile Speed Board                                    | Wanco Compact Radar Speed Trailer                                                                     | WSDT3-S                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=334">https://www.myvendorlink.com/external/award?s=152500&amp;i=334</a> |
| 335 | Roadway Advisory Board: Mobile Speed Board                                    | All Traffic Solutions, INC Shield 12 - with ATS-3 Trailer                                             | 4001809FSA             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=335">https://www.myvendorlink.com/external/award?s=152500&amp;i=335</a> |
| 336 | Roadway Advisory Board: Mobile Speed Board                                    | All Traffic Solutions, INC SpeedAlert 18 - With ATS-3 Trailer                                         | 4001811FSA             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=336">https://www.myvendorlink.com/external/award?s=152500&amp;i=336</a> |
| 337 | Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader     | Vetted Security Solutions ALPR Speed Trailer-STANDARD                                                 | VSS-STD-SPD-VLT        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=337">https://www.myvendorlink.com/external/award?s=152500&amp;i=337</a> |
| 338 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | AMSIG T815                                                                                            | T815                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=338">https://www.myvendorlink.com/external/award?s=152500&amp;i=338</a> |
| 339 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | K&K Systems AT154896                                                                                  | AT154896               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=339">https://www.myvendorlink.com/external/award?s=152500&amp;i=339</a> |
| 340 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Traffic Device Scorpion II Trailer Attenuator with Mobile Traffic Advisory / Directional Signal Board | 10002-TL3M-12TA        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=340">https://www.myvendorlink.com/external/award?s=152500&amp;i=340</a> |
| 341 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Ver-Mac ST-4825                                                                                       | ST-4825                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=341">https://www.myvendorlink.com/external/award?s=152500&amp;i=341</a> |
| 342 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Wanco WECO Arrow Board Trailer                                                                        | WTS5P55-LSA            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=342">https://www.myvendorlink.com/external/award?s=152500&amp;i=342</a> |
| 343 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Wanco Metro Matrix Message Board Trailer                                                              | WVTMM-L                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=343">https://www.myvendorlink.com/external/award?s=152500&amp;i=343</a> |
| 344 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Bomag BW177D-5                                                                                        | BW177D-5               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=344">https://www.myvendorlink.com/external/award?s=152500&amp;i=344</a> |
| 345 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Caterpillar CS44                                                                                      | CS44                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=345">https://www.myvendorlink.com/external/award?s=152500&amp;i=345</a> |
| 346 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Hyundai HR140C                                                                                        | HR140C                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=346">https://www.myvendorlink.com/external/award?s=152500&amp;i=346</a> |
| 347 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Sakai SV544                                                                                           | SV544                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=347">https://www.myvendorlink.com/external/award?s=152500&amp;i=347</a> |
| 348 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Case SV207E                                                                                           | SV207E                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=348">https://www.myvendorlink.com/external/award?s=152500&amp;i=348</a> |
| 349 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Volvo SD75B Single Drum Roller                                                                        | SD75B                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=349">https://www.myvendorlink.com/external/award?s=152500&amp;i=349</a> |
| 350 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Hamm HC70i Single Drum Vibratory Roller                                                               | HC70i                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=350">https://www.myvendorlink.com/external/award?s=152500&amp;i=350</a> |
| 351 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Bomag BW190AD-5                                                                                       | BW190AD-5              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=351">https://www.myvendorlink.com/external/award?s=152500&amp;i=351</a> |
| 352 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Caterpillar CB13                                                                                      | CB13                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=352">https://www.myvendorlink.com/external/award?s=152500&amp;i=352</a> |
| 353 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Dynapac CC5200VI                                                                                      | CC5200VI               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=353">https://www.myvendorlink.com/external/award?s=152500&amp;i=353</a> |
| 354 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Hamm HD+90iVV                                                                                         | HD+90iVV               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=354">https://www.myvendorlink.com/external/award?s=152500&amp;i=354</a> |
| 355 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Sakai SW884                                                                                           | SW884                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=355">https://www.myvendorlink.com/external/award?s=152500&amp;i=355</a> |
| 356 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Volvo DD120                                                                                           | DD120                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=356">https://www.myvendorlink.com/external/award?s=152500&amp;i=356</a> |
| 357 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Case DV209D                                                                                           | DV209D                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=357">https://www.myvendorlink.com/external/award?s=152500&amp;i=357</a> |
| 358 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Bomag BW120SL-5                                                                                       | BW120SL-5              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=358">https://www.myvendorlink.com/external/award?s=152500&amp;i=358</a> |
| 359 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Caterpillar CB2.7                                                                                     | CB2.7                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=359">https://www.myvendorlink.com/external/award?s=152500&amp;i=359</a> |
| 360 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Dynapac CC1200VI                                                                                      | CC1200VI               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=360">https://www.myvendorlink.com/external/award?s=152500&amp;i=360</a> |
| 361 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Hamm HD12-VV                                                                                          | HD12-VV                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=361">https://www.myvendorlink.com/external/award?s=152500&amp;i=361</a> |
| 362 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Volvo DD25                                                                                            | DD25                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=362">https://www.myvendorlink.com/external/award?s=152500&amp;i=362</a> |
| 363 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Case DV26E                                                                                            | DV26E                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=363">https://www.myvendorlink.com/external/award?s=152500&amp;i=363</a> |
| 364 | Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.  | PipeHunter VacHunter Combo                                                                            | 101035 PH8C            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=364">https://www.myvendorlink.com/external/award?s=152500&amp;i=364</a> |
| 365 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Obrien 7018-SC                                                                                        | 7018-SC                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=365">https://www.myvendorlink.com/external/award?s=152500&amp;i=365</a> |
| 366 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Sewer Equipment Co. of America 747-FR2000                                                             | 747-FR2000             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=366">https://www.myvendorlink.com/external/award?s=152500&amp;i=366</a> |
| 367 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Vac-Con VecJet                                                                                        | VJ750                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=367">https://www.myvendorlink.com/external/award?s=152500&amp;i=367</a> |
| 368 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Vactor RamJet                                                                                         | 4018                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=368">https://www.myvendorlink.com/external/award?s=152500&amp;i=368</a> |
| 369 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Harben DTK 375 E-180 (Manual)                                                                         | DTK 375 E-180 (Manual) | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=369">https://www.myvendorlink.com/external/award?s=152500&amp;i=369</a> |
| 370 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | GAPVAX G7 Jetter                                                                                      | G-Jet                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=370">https://www.myvendorlink.com/external/award?s=152500&amp;i=370</a> |
| 371 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | PipeHunter 700 Gallon Tandem Trailer Jetter                                                           | 3744                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=371">https://www.myvendorlink.com/external/award?s=152500&amp;i=371</a> |
| 372 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Aquatech B-10                                                                                         | B-10                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=372">https://www.myvendorlink.com/external/award?s=152500&amp;i=372</a> |
| 374 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Sewer Equipment Co. of America 900 ECO-12YD                                                           | 900 ECO-12YD           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=374">https://www.myvendorlink.com/external/award?s=152500&amp;i=374</a> |
| 375 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Super Products Camel Max                                                                              | 1200                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=375">https://www.myvendorlink.com/external/award?s=152500&amp;i=375</a> |
| 376 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vacall AJV1010                                                                                        | AJV1010                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=376">https://www.myvendorlink.com/external/award?s=152500&amp;i=376</a> |
| 377 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vac-Con V311HN/1000                                                                                   | V311HN/1000            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=377">https://www.myvendorlink.com/external/award?s=152500&amp;i=377</a> |
| 378 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vac-Con VPD4211SHAE                                                                                   | VPD4211SHAE            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=378">https://www.myvendorlink.com/external/award?s=152500&amp;i=378</a> |
| 379 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vactor 2100I                                                                                          | 2100I                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=379">https://www.myvendorlink.com/external/award?s=152500&amp;i=379</a> |
| 380 | Shop Tools & Equipment                                                        | ARI-HETRA Brake Hub Removal Jack                                                                      | WS-18-HR               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=380">https://www.myvendorlink.com/external/award?s=152500&amp;i=380</a> |
| 381 | Shop Tools & Equipment                                                        | ARI-HETRA Floor Jack                                                                                  | WS-16124               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=381">https://www.myvendorlink.com/external/award?s=152500&amp;i=381</a> |
| 382 | Shop Tools & Equipment                                                        | ARI-HETRA King Pin Press                                                                              | WS-KPP143              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=382">https://www.myvendorlink.com/external/award?s=152500&amp;i=382</a> |
| 383 | Shop Tools & Equipment                                                        | ARI-HETRA On Vehicle Brake Lathe                                                                      | WS-BL44                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=383">https://www.myvendorlink.com/external/award?s=152500&amp;i=383</a> |
| 384 | Shop Tools & Equipment                                                        | ARI-HETRA Tire Changer                                                                                | WS-12645               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=384">https://www.myvendorlink.com/external/award?s=152500&amp;i=384</a> |
| 385 | Shop Tools & Equipment                                                        | ARI-HETRA Tire Inflation Cage                                                                         | WS-35026               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=385">https://www.myvendorlink.com/external/award?s=152500&amp;i=385</a> |
| 386 | Shop Tools & Equipment                                                        | ARI-HETRA Wheel Balancer                                                                              | WS-12890               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=386">https://www.myvendorlink.com/external/award?s=152500&amp;i=386</a> |
| 387 | Shop Tools & Equipment                                                        | ARI-HETRA Wheel Dolly                                                                                 | WS-AH20440             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=387">https://www.myvendorlink.com/external/award?s=152500&amp;i=387</a> |
| 389 | Shredder: Mobile Shredder                                                     | Tana Shark 440D                                                                                       | 440D                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=389">https://www.myvendorlink.com/external/award?s=152500&amp;i=389</a> |
| 390 | Solid Waste Material Handler: Wheeled Type                                    | Caterpillar MH3022                                                                                    | MH3022                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=390">https://www.myvendorlink.com/external/award?s=152500&amp;i=390</a> |
| 392 | Solid Waste Material Handler: Wheeled Type                                    | Volvo EW240E MH                                                                                       | EW240E MH              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=392">https://www.myvendorlink.com/external/award?s=152500&amp;i=392</a> |
| 393 | Solid Waste Material Handler: Wheeled Type                                    | Hyundai HW250AMH                                                                                      | HW250AMH               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=393">https://www.myvendorlink.com/external/award?s=152500&amp;i=393</a> |



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| 394 | Solid Waste Material Handler: Wheeled Type                       | Liebherr LH24M                                     | LH24M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=394">https://www.myvendorlink.com/external/award?s=152500&amp;i=394</a> |
| 396 | Stump Cutter                                                     | Toro STX 38                                        | STX 38                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=396">https://www.myvendorlink.com/external/award?s=152500&amp;i=396</a> |
| 397 | Stump Cutter                                                     | Vermeer SC362                                      | SC362                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=397">https://www.myvendorlink.com/external/award?s=152500&amp;i=397</a> |
| 398 | Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper          | Elgin Pelican NP                                   | Elgin Pelican          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=398">https://www.myvendorlink.com/external/award?s=152500&amp;i=398</a> |
| 399 | Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper          | Global R3                                          | R3                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=399">https://www.myvendorlink.com/external/award?s=152500&amp;i=399</a> |
| 400 | Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper          | Global M3                                          | M3                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=400">https://www.myvendorlink.com/external/award?s=152500&amp;i=400</a> |
| 401 | Sweeper: Cabover Mechanical Broom Street Sweeper                 | Bucher Municipal E35m                              | E35m                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=401">https://www.myvendorlink.com/external/award?s=152500&amp;i=401</a> |
| 402 | Sweeper: Cabover Mechanical Broom Street Sweeper                 | Elgin Eagle                                        | Eagle                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=402">https://www.myvendorlink.com/external/award?s=152500&amp;i=402</a> |
| 403 | Sweeper: Cabover Mechanical Broom Street Sweeper                 | Schwarze Industries M6 Avalanche                   | M6 Avalanche           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=403">https://www.myvendorlink.com/external/award?s=152500&amp;i=403</a> |
| 404 | Sweeper: Compact Air Sweeper - 2.3 cubic yd.                     | Bucher Municipal 5006                              | 5006                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=404">https://www.myvendorlink.com/external/award?s=152500&amp;i=404</a> |
| 405 | Sweeper: Compact Air Sweeper - 2.3 cubic yd.                     | Dulevo D3 Sweeper                                  | D3                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=405">https://www.myvendorlink.com/external/award?s=152500&amp;i=405</a> |
| 406 | Sweeper: Compact Air Sweeper - 2.3 cubic yd.                     | Excelway B200                                      | B200                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=406">https://www.myvendorlink.com/external/award?s=152500&amp;i=406</a> |
| 407 | Sweeper: Regenerative Air Street Sweeper                         | Bucher Municipal R65                               | R65                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=407">https://www.myvendorlink.com/external/award?s=152500&amp;i=407</a> |
| 408 | Sweeper: Regenerative Air Street Sweeper                         | Elgin Crosswind J Plus                             | Crosswind J Plus       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=408">https://www.myvendorlink.com/external/award?s=152500&amp;i=408</a> |
| 409 | Sweeper: Regenerative Air Street Sweeper                         | Tymco 600                                          | 600                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=409">https://www.myvendorlink.com/external/award?s=152500&amp;i=409</a> |
| 410 | Sweeper: Regenerative Air Street Sweeper                         | Schwarze Industries A7 Tornado                     | A7 Tornado             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=410">https://www.myvendorlink.com/external/award?s=152500&amp;i=410</a> |
| 411 | Sweeper: Regenerative Air Street Sweeper                         | Schwarze Industries A8 Twister                     | A8 Twister             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=411">https://www.myvendorlink.com/external/award?s=152500&amp;i=411</a> |
| 412 | Sweeper: Regenerative Air Street Sweeper                         | Schwarze Industries A9 Monsoon                     | A9 Monsoon             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=412">https://www.myvendorlink.com/external/award?s=152500&amp;i=412</a> |
| 413 | Sweeper: Self-Propelled Hydrostatic Broom                        | Broce 350 Broom                                    | 350 Broom              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=413">https://www.myvendorlink.com/external/award?s=152500&amp;i=413</a> |
| 414 | Sweeper: Self-Propelled Hydrostatic Broom                        | Holder S100                                        | S100                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=414">https://www.myvendorlink.com/external/award?s=152500&amp;i=414</a> |
| 415 | Sweeper: Self-Propelled Hydrostatic Broom                        | LeeBoy RB-50                                       | RB-50                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=415">https://www.myvendorlink.com/external/award?s=152500&amp;i=415</a> |
| 416 | Sweeper: Self-Propelled Hydrostatic Broom                        | Superior Broom DT74                                | DT74                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=416">https://www.myvendorlink.com/external/award?s=152500&amp;i=416</a> |
| 417 | Sweeper: Self-Propelled Hydrostatic Broom                        | Smith Challenger SCM400                            | SCM400                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=417">https://www.myvendorlink.com/external/award?s=152500&amp;i=417</a> |
| 418 | Tactical Vehicle: Skid Steer Mounted (The Rook)                  | Caterpillar 299D3 with Rook Option                 | 299D3 with Rook Option | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=418">https://www.myvendorlink.com/external/award?s=152500&amp;i=418</a> |
| 419 | Tool Carrier: Hydrostatic Drive                                  | Alamo Group Mantis                                 | 155B                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=419">https://www.myvendorlink.com/external/award?s=152500&amp;i=419</a> |
| 420 | Tool Carrier: Hydrostatic Drive                                  | Energreen America Kommunal                         | Kommunal               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=420">https://www.myvendorlink.com/external/award?s=152500&amp;i=420</a> |
| 421 | Tool Carrier: Hydrostatic Drive                                  | MowerMax Tool Carrier                              | MMB22                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=421">https://www.myvendorlink.com/external/award?s=152500&amp;i=421</a> |
| 423 | Tractor: Agriculture Tractor - 4x2                               | Case IH FARMALL                                    | 100C                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=423">https://www.myvendorlink.com/external/award?s=152500&amp;i=423</a> |
| 424 | Tractor: Agriculture Tractor - 4x2                               | John Deere S105M                                   | S105M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=424">https://www.myvendorlink.com/external/award?s=152500&amp;i=424</a> |
| 425 | Tractor: Agriculture Tractor - 4x2                               | Kubota M5-111                                      | M5-111                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=425">https://www.myvendorlink.com/external/award?s=152500&amp;i=425</a> |
| 426 | Tractor: Agriculture Tractor - 4x2                               | Massey Ferguson Tractor                            | MF4709                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=426">https://www.myvendorlink.com/external/award?s=152500&amp;i=426</a> |
| 427 | Tractor: Agriculture Tractor - 4x2                               | New Holland Powerstar                              | 100                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=427">https://www.myvendorlink.com/external/award?s=152500&amp;i=427</a> |
| 429 | Tractor: Compact Articulating Tractor - AWD                      | Avant 528                                          | 528                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=429">https://www.myvendorlink.com/external/award?s=152500&amp;i=429</a> |
| 431 | Tractor: Small Agriculture Tractor - 4x4                         | Bobcat CT2035                                      | CT2035                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=431">https://www.myvendorlink.com/external/award?s=152500&amp;i=431</a> |
| 432 | Tractor: Small Agriculture Tractor - 4x4                         | Case IH FARMALL                                    | 35C                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=432">https://www.myvendorlink.com/external/award?s=152500&amp;i=432</a> |
| 433 | Tractor: Small Agriculture Tractor - 4x4                         | John Deere 3035D                                   | 3035D                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=433">https://www.myvendorlink.com/external/award?s=152500&amp;i=433</a> |
| 434 | Tractor: Small Agriculture Tractor - 4x4                         | Kubota L3902 DT                                    | L3902 DT               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=434">https://www.myvendorlink.com/external/award?s=152500&amp;i=434</a> |
| 435 | Tractor: Small Agriculture Tractor - 4x4                         | Massey Ferguson MF1840E                            | MF1840E                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=435">https://www.myvendorlink.com/external/award?s=152500&amp;i=435</a> |
| 436 | Tractor: Small Agriculture Tractor - 4x4                         | New Holland Boomer                                 | 35                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=436">https://www.myvendorlink.com/external/award?s=152500&amp;i=436</a> |
| 437 | Tractor: Tractor with Boom Mower - 4x4                           | Case IH Maxxum with Motrim Boom Mower              | 115                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=437">https://www.myvendorlink.com/external/award?s=152500&amp;i=437</a> |
| 438 | Tractor: Tractor with Boom Mower - 4x4                           | John Deere 6120M with Tiger Bengal Boom Mower      | 6120M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=438">https://www.myvendorlink.com/external/award?s=152500&amp;i=438</a> |
| 439 | Tractor: Tractor with Boom Mower - 4x4                           | John Deere 6120M Alamo Industrial Mower            | 6120M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=439">https://www.myvendorlink.com/external/award?s=152500&amp;i=439</a> |
| 440 | Tractor: Tractor with Boom Mower - 4x4                           | Kubota M65-111 with Terrain King KB2300 Boom Mower | M65-111                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=440">https://www.myvendorlink.com/external/award?s=152500&amp;i=440</a> |
| 441 | Tractor: Tractor with Boom Mower - 4x4                           | Massey Ferguson 65.145 with Diamond Boom Mower     | 65.145                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=441">https://www.myvendorlink.com/external/award?s=152500&amp;i=441</a> |
| 442 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | Talbert Talbert AC20                               | Talbert AC20           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=442">https://www.myvendorlink.com/external/award?s=152500&amp;i=442</a> |
| 443 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | EAGER BEAVER Eager Beaver 20-XPT Trailer           | 20XPT                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=443">https://www.myvendorlink.com/external/award?s=152500&amp;i=443</a> |
| 444 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | INTERSTATE TRAILERS 40DLA                          | 40DLA                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=444">https://www.myvendorlink.com/external/award?s=152500&amp;i=444</a> |
| 445 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | Big Tex 4XPH-20+5                                  | 4XPH-20+5              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=445">https://www.myvendorlink.com/external/award?s=152500&amp;i=445</a> |
| 446 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | Texas Trailers FB2540GVB                           | FB2540GVB              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=446">https://www.myvendorlink.com/external/award?s=152500&amp;i=446</a> |
| 447 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Big Tex 22PH255                                    | 22PH255                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=447">https://www.myvendorlink.com/external/award?s=152500&amp;i=447</a> |
| 448 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Econoline BP0821DE                                 | BP0821DE               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=448">https://www.myvendorlink.com/external/award?s=152500&amp;i=448</a> |
| 449 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Felling Trailers FT-16-2                           | FT-16-2                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=449">https://www.myvendorlink.com/external/award?s=152500&amp;i=449</a> |
| 451 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Interstate 16BST                                   | 16BST                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=451">https://www.myvendorlink.com/external/award?s=152500&amp;i=451</a> |
| 452 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | SURE-TRAC ST102204SDDO-B-150                       | ST102204SDDO-B-150     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=452">https://www.myvendorlink.com/external/award?s=152500&amp;i=452</a> |
| 453 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Texas Trailer TX85258T                             | TX85258T               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=453">https://www.myvendorlink.com/external/award?s=152500&amp;i=453</a> |
| 454 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Towmaster T-16LP                                   | T-16LP                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=454">https://www.myvendorlink.com/external/award?s=152500&amp;i=454</a> |
| 455 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Trail King TK20LP                                  | TK20LP                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=455">https://www.myvendorlink.com/external/award?s=152500&amp;i=455</a> |
| 456 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | XL Specialized Trailers XL 24 T                    | XL 24 T                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=456">https://www.myvendorlink.com/external/award?s=152500&amp;i=456</a> |
| 458 | Trailer: Detachable Lowboy Trailer 100,000 lbs. GVWR             | EAGER BEAVER Eager Beaver 50-GSL-3 Lowboy          | 50-GSL-3               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=458">https://www.myvendorlink.com/external/award?s=152500&amp;i=458</a> |
| 459 | Trailer: Detachable Lowboy Trailer 100,000 lbs. GVWR             | Talbert Talbert 55HRG                              | Talbert 55HRG          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=459">https://www.myvendorlink.com/external/award?s=152500&amp;i=459</a> |
| 460 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Cargo Mate Blazer                                  | BL716TA2               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=460">https://www.myvendorlink.com/external/award?s=152500&amp;i=460</a> |
| 461 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | SURE-TRAC STW8416TA                                | STW8416TA              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=461">https://www.myvendorlink.com/external/award?s=152500&amp;i=461</a> |
| 462 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Wells Cargo HD Wagon                               | WHD716T2               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=462">https://www.myvendorlink.com/external/award?s=152500&amp;i=462</a> |
| 463 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Mission EZEC7x16                                   | EZEC7x16               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=463">https://www.myvendorlink.com/external/award?s=152500&amp;i=463</a> |
| 464 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Express ECT7X16TA Enclosed Cargo Trailer           | ECT7X16TA              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=464">https://www.myvendorlink.com/external/award?s=152500&amp;i=464</a> |
| 465 | Trailer: Enclosed Utility Body/Trailer Mounted - 9,990 lbs. GVWR | Knapheide Enclosed Mobile Work Station             | KC132                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=465">https://www.myvendorlink.com/external/award?s=152500&amp;i=465</a> |
| 466 | Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR            | Pitts 35-Ton Fixed Neck Lowboy                     | LB35-33CS              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=466">https://www.myvendorlink.com/external/award?s=152500&amp;i=466</a> |
| 467 | Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR            | Pitts LB35-22DC Hydraulic Detachable Trailer       | LB35-22DC              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=467">https://www.myvendorlink.com/external/award?s=152500&amp;i=467</a> |

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| 468 | Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR                                                                 | Air Tow Trailers UT1410 Utility   | UT1410           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=468">https://www.myvendorlink.com/external/award?s=152500&amp;i=468</a> |
| 469 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR                                                                      | Felling Trailers FT-70-2-PL-HT    | FT-70-2-PL-HT    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=469">https://www.myvendorlink.com/external/award?s=152500&amp;i=469</a> |
| 472 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR                                                                      | Towmaster T-70HT                  | T-70HT           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=472">https://www.myvendorlink.com/external/award?s=152500&amp;i=472</a> |
| 473 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR                                                                      | Trail King TK80HT                 | TK80HT           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=473">https://www.myvendorlink.com/external/award?s=152500&amp;i=473</a> |
| 474 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR                                                                      | XL Specialized Trailers XL 80PT   | XL 80PT          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=474">https://www.myvendorlink.com/external/award?s=152500&amp;i=474</a> |
| 475 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR                                                                      | Talbert Talbert 35HT              | Talbert 35HT     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=475">https://www.myvendorlink.com/external/award?s=152500&amp;i=475</a> |
| 476 | Trailer: Leachate Tanker 6,500 gallons                                                                                  | MACLT Liquid tank trailer         | SRX-6500-1-2-NC  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=476">https://www.myvendorlink.com/external/award?s=152500&amp;i=476</a> |
| 477 | Trailer: Livestock Trailer - 7,000 lbs. GVWR                                                                            | Delta Trailers 500ES-16           | 500ES-16         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=477">https://www.myvendorlink.com/external/award?s=152500&amp;i=477</a> |
| 478 | Trailer: Livestock Trailer - 7,000 lbs. GVWR                                                                            | Frontier Trailers LIV167LITE      | LIV167LITE       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=478">https://www.myvendorlink.com/external/award?s=152500&amp;i=478</a> |
| 479 | Trailer: Livestock Trailer - 7,000 lbs. GVWR                                                                            | Texas Trailers ST1610B            | ST1610B          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=479">https://www.myvendorlink.com/external/award?s=152500&amp;i=479</a> |
| 480 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR                                                                    | Big Tex 14LP-14                   | 14LP-14          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=480">https://www.myvendorlink.com/external/award?s=152500&amp;i=480</a> |
| 481 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR                                                                    | Felling FT-14 DT HD               | FT-14 DT HD      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=481">https://www.myvendorlink.com/external/award?s=152500&amp;i=481</a> |
| 482 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR                                                                    | SURE-TRAC ST8214HLOD-B-140        | ST8214HLOD-B-140 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=482">https://www.myvendorlink.com/external/award?s=152500&amp;i=482</a> |
| 483 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR                                                                    | Towmaster T-12HD                  | T-12HD           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=483">https://www.myvendorlink.com/external/award?s=152500&amp;i=483</a> |
| 484 | Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR                                                                | Polar King Mobile Trailers PKM612 | PKM612           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=484">https://www.myvendorlink.com/external/award?s=152500&amp;i=484</a> |
| 485 | Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR                                                                    | Big Tex 70PI-16                   | 70PI-16          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=485">https://www.myvendorlink.com/external/award?s=152500&amp;i=485</a> |
| 486 | Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR                                                                    | Mission MLS6.5X16 2.0             | MLS6.5X16 2.0    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=486">https://www.myvendorlink.com/external/award?s=152500&amp;i=486</a> |
| 487 | Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR                                                                    | Texas Trailers UT61670GV          | UT61670GV        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=487">https://www.myvendorlink.com/external/award?s=152500&amp;i=487</a> |
| 488 | Trailer: Waste Trailer with Walking Floor                                                                               | East Manufacturing Unloader       | 48FT             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=488">https://www.myvendorlink.com/external/award?s=152500&amp;i=488</a> |
| 489 | Trailer: Waste Trailer with Walking Floor                                                                               | Mac Trailer TNSP48MF              | TNSP48MF         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=489">https://www.myvendorlink.com/external/award?s=152500&amp;i=489</a> |
| 490 | Trailer: Waste Trailer with Walking Floor                                                                               | Steco AW048102                    | AW048102         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=490">https://www.myvendorlink.com/external/award?s=152500&amp;i=490</a> |
| 491 | Trailer: Waste Trailer with Walking Floor                                                                               | Warren Equipment Inc. WMFT-AS     | WMFT-AS-48102    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=491">https://www.myvendorlink.com/external/award?s=152500&amp;i=491</a> |
| 493 | Transfer Switch: 600 Amp Automatic Transfer Switch                                                                      | ASCO Series 300                   | Series 300       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=493">https://www.myvendorlink.com/external/award?s=152500&amp;i=493</a> |
| 494 | Transfer Switch: 600 Amp Automatic Transfer Switch                                                                      | Caterpillar CG                    | CG               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=494">https://www.myvendorlink.com/external/award?s=152500&amp;i=494</a> |
| 495 | Transfer Switch: 600 Amp Automatic Transfer Switch                                                                      | Generac TX/PSTS-600               | TX/PSTS-600      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=495">https://www.myvendorlink.com/external/award?s=152500&amp;i=495</a> |
| 496 | Transfer Switch: 600 Amp Automatic Transfer Switch                                                                      | Thomson Auto Transfer Switch      | TS 870           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=496">https://www.myvendorlink.com/external/award?s=152500&amp;i=496</a> |
| 497 | Trencher: Walk Behind Trencher                                                                                          | Vermeer RTX250                    | RTX250           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=497">https://www.myvendorlink.com/external/award?s=152500&amp;i=497</a> |
| 498 | Underground Locating Equipment: Ground Penetrating Radar                                                                | US Radar Quantum Imager           | Q4300            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=498">https://www.myvendorlink.com/external/award?s=152500&amp;i=498</a> |
| 499 | Underground Locating Equipment: Utility Locator                                                                         | Vermeer Verifier G-3              | G-3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=499">https://www.myvendorlink.com/external/award?s=152500&amp;i=499</a> |
| 500 | Vehicle Lift: Mobile - 2 Column, Cabled                                                                                 | ARI-Hetra LP-10-2-AJ              | LP-10-2-AJ       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=500">https://www.myvendorlink.com/external/award?s=152500&amp;i=500</a> |
| 503 | Vehicle Lift: Mobile - 2 Column, Wireless                                                                               | ARI-Hetra BPW-10-2-AJ             | BPW-10-2-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=503">https://www.myvendorlink.com/external/award?s=152500&amp;i=503</a> |
| 504 | Vehicle Lift: Mobile - 2 Column, Wireless                                                                               | Challenger CLHM-190-2             | CLHM-190-2       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=504">https://www.myvendorlink.com/external/award?s=152500&amp;i=504</a> |
| 507 | Vehicle Lift: Mobile - 4 Column, Cabled                                                                                 | ARI-Hetra LP-10-4-AJ              | LP-10-4-AJ       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=507">https://www.myvendorlink.com/external/award?s=152500&amp;i=507</a> |
| 510 | Vehicle Lift: Mobile - 4 Column, Wireless                                                                               | ARI-Hetra BPW-10-4-AJ             | BPW-10-4-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=510">https://www.myvendorlink.com/external/award?s=152500&amp;i=510</a> |
| 511 | Vehicle Lift: Mobile - 4 Column, Wireless                                                                               | Challenger CLHM-190-4             | CLHM-190-4       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=511">https://www.myvendorlink.com/external/award?s=152500&amp;i=511</a> |
| 514 | Vehicle Lift: Mobile - 6 Column, Cabled                                                                                 | ARI-Hetra LP-10-6-AJ              | LP-10-6-AJ       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=514">https://www.myvendorlink.com/external/award?s=152500&amp;i=514</a> |
| 517 | Vehicle Lift: Mobile - 6 Column, Wireless                                                                               | ARI-Hetra BPW-10-6-AJ             | BPW-10-6-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=517">https://www.myvendorlink.com/external/award?s=152500&amp;i=517</a> |
| 518 | Vehicle Lift: Mobile - 6 Column, Wireless                                                                               | Challenger CLHM-190-6             | CLHM-190-6       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=518">https://www.myvendorlink.com/external/award?s=152500&amp;i=518</a> |
| 522 | Vehicle Lift: Mobile - 8 Column, Wireless                                                                               | ARI-Hetra BPW-10-8-AJ             | BPW-10-8-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=522">https://www.myvendorlink.com/external/award?s=152500&amp;i=522</a> |
| 523 | Vehicle Lift: Mobile - 8 Column, Wireless                                                                               | Challenger CLHM-190-8             | CLHM-190-8       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=523">https://www.myvendorlink.com/external/award?s=152500&amp;i=523</a> |
| 527 | Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k                                                 | Challenger CL 12-LC               | CL 12-LC         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=527">https://www.myvendorlink.com/external/award?s=152500&amp;i=527</a> |
| 529 | Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k                                                 | Challenger 15000-3S               | 15000-3S         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=529">https://www.myvendorlink.com/external/award?s=152500&amp;i=529</a> |
| 531 | Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k                                                 | Challenger 18000                  | 18000            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=531">https://www.myvendorlink.com/external/award?s=152500&amp;i=531</a> |
| 533 | Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k                                              | Challenger CL10V3                 | CL10V3           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=533">https://www.myvendorlink.com/external/award?s=152500&amp;i=533</a> |
| 534 | Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k | Challenger AR4115XAO              | AR4115XAO        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=534">https://www.myvendorlink.com/external/award?s=152500&amp;i=534</a> |
| 536 | Generator: 125kW Stationary                                                                                             | Taylor Power Systems TD125        | TD125            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=536">https://www.myvendorlink.com/external/award?s=152500&amp;i=536</a> |
| 537 | Generator: 150kW Mobile                                                                                                 | Taylor Power Systems TM225        | TM225            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=537">https://www.myvendorlink.com/external/award?s=152500&amp;i=537</a> |
| 538 | Generator: 60kW Stationary                                                                                              | Taylor Power Systems TD60         | TD60             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=538">https://www.myvendorlink.com/external/award?s=152500&amp;i=538</a> |
| 539 | Generator: 500kW Stationary                                                                                             | Taylor Power Systems TD500        | TD500            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=539">https://www.myvendorlink.com/external/award?s=152500&amp;i=539</a> |
| 540 | Pallet Jack: Electric 4,500 lbs. Capacity                                                                               | Crown WP 3200                     | WP 3200          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=540">https://www.myvendorlink.com/external/award?s=152500&amp;i=540</a> |
| 541 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR                                                                 | Felling FT-40-2 LP                | FT-40-2 LP       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=541">https://www.myvendorlink.com/external/award?s=152500&amp;i=541</a> |
| 542 | Trailer: Detachable Lowboy Trailer - 100,000 lbs. GVWR                                                                  | Felling XF-100-3 HDG              | XF-100-3 HDG     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=542">https://www.myvendorlink.com/external/award?s=152500&amp;i=542</a> |
| 543 | Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR                                                                   | Felling FT-70-2 MX-L              | FT-70-2 MX-L     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=543">https://www.myvendorlink.com/external/award?s=152500&amp;i=543</a> |
| 544 | Mower: Zero Turn Radius Mower                                                                                           | Dixie Chopper Eagle               | 3160KW           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=544">https://www.myvendorlink.com/external/award?s=152500&amp;i=544</a> |

## FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Equipment Final Award Report

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

**Item:** 1, CanAm, Outlander, 500

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                         | Price      | Build File | Options File |
|----------|-----------|--------------------------------|------------|------------|--------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$7,200.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$7,600.00 | Build      | Options      |
| Northern | Primary   | Ameri-Recreational Sports, LLC | \$7,000.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$7,300.00 | Build      | Options      |
| Central  | Primary   | Ameri-Recreational Sports, LLC | \$6,800.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$7,000.00 | Build      | Options      |
| Southern | Primary   | Ameri-Recreational Sports, LLC | \$6,800.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$7,000.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 2, Honda, Rubicon 520, TRX520FA5-R**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price       | Build File | Options File |
|----------|-----------|------------------------------|-------------|------------|--------------|
| Western  | Primary   | McKibben Motorsports LP, Inc | \$9,950.00  | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$9,980.00  | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$10,419.00 | Build      | Options      |
| Northern | Primary   | McKibben Motorsports LP, Inc | \$9,650.00  | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$9,680.00  | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$10,419.00 | Build      | Options      |
| Central  | Primary   | McKibben Motorsports LP, Inc | \$9,350.00  | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$9,380.00  | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$10,019.00 | Build      | Options      |
| Southern | Primary   | McKibben Motorsports LP, Inc | \$9,350.00  | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$9,380.00  | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$10,419.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 3, Polaris, Sportsman 570 EFI, A24SEA57A1**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                         | Price      | Build File | Options File |
|----------|-----------|--------------------------------|------------|------------|--------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$8,100.00 | Build      | Options      |
|          | Primary   | McKibben Motorsports LP, Inc   | \$8,100.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$8,130.00 | Build      | Options      |
| Northern | Primary   | McKibben Motorsports LP, Inc   | \$7,800.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$7,830.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$7,860.00 | Build      | Options      |
| Central  | Primary   | McKibben Motorsports LP, Inc   | \$7,500.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$7,530.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$7,560.00 | Build      | Options      |
| Southern | Primary   | McKibben Motorsports LP, Inc   | \$7,500.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$7,530.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$7,560.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 4, Suzuki, KingQuad 400 ASI, LT-A400FM3**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price      | Build File | Options File |
|----------|-----------|------------------------------|------------|------------|--------------|
| Western  | Primary   | McKibben Motorsports LP, Inc | \$6,900.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,930.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$7,100.00 | Build      | Options      |
| Northern | Primary   | McKibben Motorsports LP, Inc | \$6,600.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,630.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$7,100.00 | Build      | Options      |
| Central  | Primary   | McKibben Motorsports LP, Inc | \$6,300.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,330.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$6,900.00 | Build      | Options      |
| Southern | Primary   | McKibben Motorsports LP, Inc | \$6,300.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,330.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$7,100.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 5, Yamaha, Kodiak 450, YFM45KDXPG**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                         | Price      | Build File | Options File |
|----------|-----------|--------------------------------|------------|------------|--------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$6,900.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$7,200.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$7,230.00 | Build      | Options      |
| Northern | Primary   | Ameri-Recreational Sports, LLC | \$6,700.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$6,900.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$6,930.00 | Build      | Options      |
| Central  | Primary   | Ameri-Recreational Sports, LLC | \$6,500.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$6,600.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$6,630.00 | Build      | Options      |
| Southern | Primary   | Ameri-Recreational Sports, LLC | \$6,500.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$6,600.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$6,630.00 | Build      | Options      |



**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 6, Honda, RANCHER 420 ATV, RANCHER 420 ATV**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price      | Build File | Options File |
|----------|-----------|------------------------------|------------|------------|--------------|
| Western  | Primary   | Love Power Equipment, Inc    | \$6,919.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$8,850.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$8,880.00 | Build      | Options      |
| Northern | Primary   | Love Power Equipment, Inc    | \$6,919.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$8,550.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$8,580.00 | Build      | Options      |
| Central  | Primary   | Love Power Equipment, Inc    | \$6,619.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$8,250.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$8,280.00 | Build      | Options      |
| Southern | Primary   | Love Power Equipment, Inc    | \$6,919.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$8,250.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$8,280.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 7, Polaris, SPORTSMAN 450 ATV, SPORTSMAN 450 ATV**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price      | Build File | Options File |
|----------|-----------|------------------------------|------------|------------|--------------|
| Western  | Primary   | McKibben Motorsports LP, Inc | \$7,200.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$7,230.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$7,260.00 | Build      | Options      |
| Northern | Primary   | McKibben Motorsports LP, Inc | \$6,900.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$6,930.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,960.00 | Build      | Options      |
| Central  | Primary   | McKibben Motorsports LP, Inc | \$6,600.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$6,630.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,660.00 | Build      | Options      |
| Southern | Primary   | McKibben Motorsports LP, Inc | \$6,600.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$6,630.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,660.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**Item:** 8, Suzuki, KING QUAD 400 ATV, KING QUAD 400 ATV**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price      | Build File | Options File |
|----------|-----------|------------------------------|------------|------------|--------------|
| Western  | Primary   | McKibben Motorsports LP, Inc | \$6,900.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,930.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$7,100.00 | Build      | Options      |
| Northern | Primary   | McKibben Motorsports LP, Inc | \$6,600.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,630.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$7,100.00 | Build      | Options      |
| Central  | Primary   | McKibben Motorsports LP, Inc | \$6,300.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,330.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$6,900.00 | Build      | Options      |
| Southern | Primary   | McKibben Motorsports LP, Inc | \$6,300.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$6,330.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$7,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

**Item:** 10, Columbia, Utilitruck, Utilitruck

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$18,455.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$17,690.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$17,970.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$18,520.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

**Item:** 11, Greenworks, CU400 Series, CU400W-HD

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$14,850.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$14,850.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$14,850.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$14,850.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

**Item:** 12, Greenworks, CU500 Series, CU500-SB

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$18,000.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$18,000.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$18,000.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$18,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

**Item:** 13, Greenworks, CU800 Series, CU800-SB

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$26,100.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$26,100.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$26,100.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$26,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

**Item:** 14, Bobcat, UW56, UW56

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$63,516.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$63,516.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$63,516.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$63,516.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

**Item:** 15, Bobcat, UV34, UV34

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$15,637.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$15,637.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$15,637.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$15,637.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**Item:** 16, CanAm, Defender, HD7**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                         | Price       | Build File            | Options File            |
|----------|-----------|--------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$12,200.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc   | \$12,900.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Ameri-Recreational Sports, LLC | \$12,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc   | \$12,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Ameri-Recreational Sports, LLC | \$11,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc   | \$12,300.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Ameri-Recreational Sports, LLC | \$11,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc   | \$12,300.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**Item:** 19, Honda, Pioneer 700, SXS700M2M**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price       | Build File            | Options File            |
|----------|-----------|------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | McKibben Powersports, Inc    | \$12,450.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc | \$12,480.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Love Power Equipment, Inc    | \$13,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | McKibben Powersports, Inc    | \$12,150.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc | \$12,180.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Love Power Equipment, Inc    | \$13,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | McKibben Powersports, Inc    | \$11,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc | \$11,880.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Love Power Equipment, Inc    | \$13,100.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | McKibben Powersports, Inc    | \$11,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Motorsports LP, Inc | \$11,880.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Love Power Equipment, Inc    | \$13,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

**Item:** 20, John Deere, Gator, HPX615E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor   | Price       | Build File | Options File |
|----------|---------|----------|-------------|------------|--------------|
| Western  |         |          |             |            |              |
| Northern |         |          |             |            |              |
| Central  | Primary | EFE, INC | \$13,900.00 | Build      | Options      |
| Southern | Primary | EFE, INC | \$13,900.00 | Build      | Options      |

**Bid Award****Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**Item:** 21, Kawasaki, Mule 4x4, 4010**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                         | Price       | Build File            | Options File            |
|----------|-----------|--------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$11,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Powersports, Inc      | \$12,100.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Ameri-Recreational Sports, LLC | \$11,200.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Powersports, Inc      | \$11,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Ameri-Recreational Sports, LLC | \$11,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Powersports, Inc      | \$11,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Ameri-Recreational Sports, LLC | \$11,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | McKibben Powersports, Inc      | \$11,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

**Item:** 22, Kubota, Diesel, RTVX900

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$14,525.00 | Build      | Options      |
| Northern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$14,025.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$14,296.00 | Build      | Options      |
| Central  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$14,025.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$14,296.00 | Build      | Options      |
| Southern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$14,225.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$14,296.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**Item:** 23, Polaris, Ranger SP 570, R24MAA57B1**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                         | Price       | Build File | Options File |
|----------|-----------|--------------------------------|-------------|------------|--------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$10,868.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$11,800.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$11,830.00 | Build      | Options      |
| Northern | Primary   | Ameri-Recreational Sports, LLC | \$10,668.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$11,500.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$11,530.00 | Build      | Options      |
| Central  | Primary   | Ameri-Recreational Sports, LLC | \$10,468.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$11,200.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$11,230.00 | Build      | Options      |
| Southern | Primary   | Ameri-Recreational Sports, LLC | \$10,468.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$11,200.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC       | \$11,230.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**Item:** 24, Yamaha, Viking, YXM70BPAP**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                         | Price       | Build File | Options File |
|----------|-----------|--------------------------------|-------------|------------|--------------|
| Western  | Primary   | Ameri-Recreational Sports, LLC | \$15,300.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc      | \$15,400.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$15,430.00 | Build      | Options      |
| Northern | Primary   | Ameri-Recreational Sports, LLC | \$15,100.00 | Build      | Options      |
|          | Primary   | McKibben Powersports, Inc      | \$15,100.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$15,130.00 | Build      | Options      |
| Central  | Primary   | McKibben Powersports, Inc      | \$14,800.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$14,830.00 | Build      | Options      |
|          | Alternate | Ameri-Recreational Sports, LLC | \$14,900.00 | Build      | Options      |
| Southern | Primary   | McKibben Powersports, Inc      | \$14,800.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc   | \$14,830.00 | Build      | Options      |
|          | Alternate | Ameri-Recreational Sports, LLC | \$14,900.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

**Item:** 25, American Landmaster, TRAIL CRUISER, TRAIL CRUISER

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price      | Build File            | Options File            |
|----------|---------|---------------------------|------------|-----------------------|-------------------------|
| Western  | Primary | Love Power Equipment, Inc | \$8,300.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Love Power Equipment, Inc | \$8,200.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Love Power Equipment, Inc | \$7,999.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Love Power Equipment, Inc | \$8,200.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

**Item:** 26, Honda, PIONEER 520, PIONEER 520

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                       | Price       | Build File | Options File |
|----------|-----------|------------------------------|-------------|------------|--------------|
| Western  | Primary   | McKibben Powersports, Inc    | \$10,550.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$10,580.00 | Build      | Options      |
| Northern | Primary   | McKibben Powersports, Inc    | \$10,250.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$10,280.00 | Build      | Options      |
| Central  | Primary   | McKibben Powersports, Inc    | \$9,950.00  | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$9,980.00  | Build      | Options      |
| Southern | Primary   | McKibben Powersports, Inc    | \$9,950.00  | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$9,980.00  | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**Item:** 27, Polaris, PRO XD MIDSIZE GAS COMMERCIAL, PRO XD MIDSIZE GAS COMMERCIAL**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                       | Price       | Build File | Options File |
|----------|-----------|------------------------------|-------------|------------|--------------|
| Western  | Primary   | Love Power Equipment, Inc    | \$13,799.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$14,150.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$14,180.00 | Build      | Options      |
| Northern | Primary   | Love Power Equipment, Inc    | \$13,799.00 | Build      | Options      |
|          | Alternate | McKibben Powersports, Inc    | \$13,850.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$13,880.00 | Build      | Options      |
| Central  | Primary   | McKibben Powersports, Inc    | \$13,550.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$13,580.00 | Build      | Options      |
|          | Alternate | Love Power Equipment, Inc    | \$13,599.00 | Build      | Options      |
| Southern | Primary   | McKibben Powersports, Inc    | \$13,550.00 | Build      | Options      |
|          | Alternate | MCKIBBEN MOTORSPORTS INC     | \$13,580.00 | Build      | Options      |
|          | Alternate | McKibben Motorsports LP, Inc | \$13,610.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 180hp

**Item:** 30, Caterpillar, D6, D6

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$468,680.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$468,680.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$468,680.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$459,303.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 180hp

**Item:** 31, John Deere, 850L, 850L

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$414,900.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$414,900.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$405,900.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$405,900.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 180hp

**Item:** 33, Case, 2050M, 2050M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$512,201.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$512,201.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$512,201.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$512,201.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 180hp

**Item:** 34, Liebherr, PR736, PR736

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$451,537.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$451,537.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$451,537.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$451,537.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 70hp

**Item:** 35, Caterpillar, D1, D1

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$123,085.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$123,085.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$123,085.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$118,446.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 70hp

**Item:** 36, John Deere, 450P, 450P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$131,900.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$131,900.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$129,250.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$129,250.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 70hp

**Item:** 37, Case, 650M, 650M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$146,464.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$146,464.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$146,464.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$146,464.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 90hp

**Item:** 38, Caterpillar, D2, D2

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$145,706.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$145,706.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$145,706.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$141,107.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 90hp

**Item:** 39, John Deere, 550P, 550P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File            | Options File            |
|----------|---------|----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Dobbs Equipment, LLC | \$162,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Dobbs Equipment, LLC | \$162,800.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Dobbs Equipment, LLC | \$158,995.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Dobbs Equipment, LLC | \$158,995.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Bulldozer: 90hp

**Item:** 41, Case, 850M, 850M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$209,081.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$209,081.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$209,081.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$209,081.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Chipper: Brush Chipper

**Item:** 44, Vermeer, BC1500, BC1500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$91,087.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$91,087.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$91,087.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$91,087.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compactor: 80,000 lbs. Landfill Compactor

**Item:** 46, Bomag, BC773RB-5, BC773RB-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price        | Build File | Options File |
|----------|---------|-----------------------------|--------------|------------|--------------|
| Western  | Primary | Linder Industrial Machinery | \$810,750.00 | Build      | Options      |
| Northern | Primary | Linder Industrial Machinery | \$810,750.00 | Build      | Options      |
| Central  | Primary | Linder Industrial Machinery | \$810,750.00 | Build      | Options      |
| Southern | Primary | Linder Industrial Machinery | \$810,750.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compactor: 80,000 lbs. Landfill Compactor

**Item:** 47, Caterpillar, 826, 826

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$920,460.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$920,460.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$920,460.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$916,020.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compactor: 80,000 lbs. Landfill Compactor

**Item:** 48, Tana, H380, H380

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price          | Build File | Options File |
|----------|---------|---------------------------|----------------|------------|--------------|
| Western  | Primary | Humdinger Equipment, Ltd. | \$1,024,342.00 | Build      | Options      |
| Northern | Primary | Humdinger Equipment, Ltd. | \$1,024,342.00 | Build      | Options      |
| Central  | Primary | Humdinger Equipment, Ltd. | \$1,024,342.00 | Build      | Options      |
| Southern | Primary | Humdinger Equipment, Ltd. | \$1,024,342.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compactor: 80,000 lbs. Landfill Compactor

**Item:** 49, Volvo, LC450H, LC450H

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$975,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$975,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$975,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$975,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compressor: Air Compressor - Trailer Mounted

**Item:** 50, Atlas Copco, XAS 188 T4F, XAS 188 T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$28,505.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$28,505.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$28,505.00 | Build      | Options      |
| Southern |         |                        |             |            |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compressor: Air Compressor - Trailer Mounted

**Item:** 51, Doosan, P185/HP185WDO-T4F, P185/HP185WDO-T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$25,898.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$25,898.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$25,898.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$25,898.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compressor: Air Compressor - Trailer Mounted

**Item:** 52, MULTIQUIP, DIS185SSI4F, DIS185SSI4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File            | Options File            |
|----------|---------|------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Federal Contracts Corp | \$31,549.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Federal Contracts Corp | \$31,549.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Federal Contracts Corp | \$31,549.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Federal Contracts Corp | \$31,549.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compressor: Air Compressor - Trailer Mounted

**Item:** 53, Sullair, 185 T4F, 185 T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$32,583.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$32,583.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$32,583.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$31,001.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compressor: Air Compressor - Trailer Mounted

**Item:** 54, Sullivan Palatek, D185P, D185P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File | Options File |
|----------|---------|------------------|-------------|------------|--------------|
| Western  |         |                  |             |            |              |
| Northern |         |                  |             |            |              |
| Central  | Primary | Kelly Tractor Co | \$31,735.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co | \$31,735.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Compressor: Air Compressor - Trailer Mounted

**Item:** 55, Chicago Pneumatic, CPS185-100 Trailer Mounted Compressor, CPS185-100 Trailer Mounted Compressor

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price       | Build File | Options File |
|----------|---------|-------------------------------------|-------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$28,275.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$28,275.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$28,275.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$28,275.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 56, Bell, B25E, B25E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$441,878.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$441,878.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$441,878.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$441,878.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 57, Caterpillar, 725, 725

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$479,250.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$479,250.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$479,250.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$471,091.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 58, DEVELON, DA30-5, DA30-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$364,717.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$364,717.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$364,717.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$364,717.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 59, John Deere, 260P, 260P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$466,200.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$466,200.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$455,900.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$455,900.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 61, Volvo, A25G, A25G

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$430,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$430,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$430,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$430,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 62, Rokbak, RA30 DumpTruck, RA30 DumpTruck

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File | Options File |
|----------|---------|-------------------------------------|--------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$458,500.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$458,500.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$458,500.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$458,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

**Item:** 63, Liebherr, TA230, TA230

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$483,674.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$483,674.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$483,674.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$483,674.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: All Terrain Walking Excavator

**Item:** 64, Kaiser, S8, S8

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$429,944.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$429,944.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$429,944.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$429,944.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: All Terrain Walking Excavator

**Item:** 65, Menzi, Muck, M4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File | Options File |
|----------|---------|-----------------------|--------------|------------|--------------|
| Western  | Primary | Menzi USA Sales, INC. | \$367,555.00 | Build      | Options      |
| Northern | Primary | Menzi USA Sales, INC. | \$367,555.00 | Build      | Options      |
| Central  | Primary | Menzi USA Sales, INC. | \$367,555.00 | Build      | Options      |
| Southern | Primary | Menzi USA Sales, INC. | \$367,555.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 66, Bobcat, E88, E88

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$100,426.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$100,426.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$100,426.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$100,426.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 68, Caterpillar, 308, 308

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$140,117.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$140,117.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$140,117.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$131,537.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 69, DEVELON, DX89R-7, DX89R-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price       | Build File | Options File |
|----------|---------|----------------------------------------|-------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$86,688.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$86,688.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$86,688.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$86,688.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 70, Hitachi, ZX75US, ZX75US

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File            | Options File            |
|----------|---------|-------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$89,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$89,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$89,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$89,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 71, Hyundai, R80CR-9A, R80CR-9A

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$134,713.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$134,713.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$134,713.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$134,713.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 72, John Deere, 75P, 75P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File            | Options File            |
|----------|---------|----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Dobbs Equipment, LLC | \$115,150.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Dobbs Equipment, LLC | \$115,150.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Dobbs Equipment, LLC | \$112,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Dobbs Equipment, LLC | \$112,850.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 75, Kubota, KX080-4S, KX080-4S

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$88,648.00 | Build      | Options      |
| Northern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$88,298.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$93,243.00 | Build      | Options      |
| Central  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$88,148.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$93,243.00 | Build      | Options      |
| Southern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$88,348.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$93,243.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 76, Link-Belt, 75X3, 75X3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$86,351.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$86,351.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$86,351.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$86,351.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 77, Takeuchi, TB290, TB290

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$103,500.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$103,500.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$103,500.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$103,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 78, Volvo, ECR88D, ECR88D

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 79, Case, CX80C, CX80C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$119,732.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$119,732.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$119,732.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$119,732.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 80, Yanmar, V1080-1A, V1080-1A

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  |         |                                          |              |            |              |
| Northern |         |                                          |              |            |              |
| Central  |         |                                          |              |            |              |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$113,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

**Item:** 81, Mecalac, 8MCR, 8MCR

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$177,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$177,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$177,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$177,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 82, Caterpillar, 317 GC, 317 GC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$211,678.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$211,678.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$211,678.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$207,182.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 83, DEVELON, DX180LC-5, DX180LC-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$139,489.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$139,489.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$139,489.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$139,489.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 84, Hitachi, ZX160LC, ZX160LC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$159,115.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$159,115.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$159,115.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$159,115.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 85, Hyundai, HX160AL, HX160AL

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$202,990.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$203.00     | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$202,990.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$202,990.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 86, John Deere, 160P, 160P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$207,150.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$207,150.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$202,650.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$202,650.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 89, Link-Belt, 160X4, 160X4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$148,225.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$148,225.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$148,225.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$148,225.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 90, Volvo, EC160E, EC160E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$170,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$170,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$170,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$170,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 91, Case, CX170E, CX170E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$239,397.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$239,397.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$239,397.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$239,397.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 92, Bobcat, E165, E165

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$174,573.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$174,573.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$174,573.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$174,573.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

**Item:** 93, Liebherr, R920, R920

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$285,166.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$285,166.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$285,166.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$285,166.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 94, Caterpillar, 336, 336

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$374,613.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$374,613.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$374,613.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$360,293.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 95, DEVELON, DX350LC-7, DX350LC-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$290,157.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$290,157.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$290,157.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$290,157.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 96, Hitachi, ZX350LC, ZX350LC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 97, Hyundai, HX330AL, HX330AL

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$365,575.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$365,575.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$365,575.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$365,575.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 98, John Deere, 350P, 350P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$355,750.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$355,750.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$348,500.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$348,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 101, Link-Belt, 350X4, 350X4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$289,692.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$289,692.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$289,692.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$289,692.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 102, Volvo, EC350 E, EC350 E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$319,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$319,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$319,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$319,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 103, Case, CX350D, CX350D

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$456,142.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$456,142.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$456,142.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$456,142.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 104, Hitachi, ZX350, ZX350

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$256,788.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

**Item:** 105, Liebherr, R934, R934

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File            | Options File            |
|----------|---------|-------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$393,853.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$393,853.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$393,853.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$393,853.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 106, Bobcat, E32, E32

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$42,535.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$42,535.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$42,535.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$42,535.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 107, Caterpillar, 303, 303

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$51,554.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$51,554.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$51,554.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$50,499.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 108, DEVELON, DX35Z-7, DX35Z-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price       | Build File | Options File |
|----------|---------|----------------------------------------|-------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$41,286.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$41,286.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$41,286.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$41,286.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 109, Hitachi, ZX35-U, ZX35-U

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File            | Options File            |
|----------|---------|-------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$43,565.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$43,565.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$43,565.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$43,565.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 110, Hyundai, R35Z-9A, R35Z-9A

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price       | Build File | Options File |
|----------|---------|---------------------------------|-------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$56,421.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$56,421.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$56,421.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$56,421.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 111, John Deere, 35P, 35P

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price       | Build File | Options File |
|----------|-----------|----------------------|-------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$55,600.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$55,600.00 | Build      | Options      |
| Central  | Primary   | EFE, INC             | \$49,000.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$54,350.00 | Build      | Options      |
| Southern | Primary   | EFE, INC             | \$49,000.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$54,350.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 114, Kubota, U35-4, U35-4

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$35,811.00 | Build      | Options      |
| Northern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$35,561.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$38,801.00 | Build      | Options      |
| Central  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$35,411.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$38,801.00 | Build      | Options      |
| Southern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$35,711.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$38,801.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 115, Takeuchi, TB240, TB240

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$50,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$50,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$50,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$50,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 116, Volvo, EC37F, EC37F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$56,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$56,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$56,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$56,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 117, Yanmar, Vi035-6A, Vi035-6A

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                   | Price       | Build File | Options File |
|----------|-----------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Vermeer Southeast Sales                  | \$55,246.00 | Build      | Options      |
| Northern | Primary   | Vermeer Southeast Sales                  | \$55,246.00 | Build      | Options      |
| Central  | Primary   | Vermeer Southeast Sales                  | \$55,246.00 | Build      | Options      |
| Southern | Primary   | Alta Construction Equipment Florida, LLC | \$51,000.00 | Build      | Options      |
|          | Alternate | Vermeer Southeast Sales                  | \$55,246.00 | Build      |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

**Item:** 118, Case, CX37C, CX37C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price       | Build File | Options File |
|----------|---------|-------------------------------------|-------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$52,212.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$52,212.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$52,212.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$52,212.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type

**Item:** 119, Gradall, XL4200, XL4200

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$423,491.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$423,491.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$423,491.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$423,491.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type

**Item:** 120, Gradall, XL4100, XL4100

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$572,692.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$572,692.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$572,692.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$572,692.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Vacuum Excavator - Trailer Mounted

**Item:** 123, Vermeer, LP873SDT, LP873SDT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$116,224.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$116,224.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$116,224.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$116,224.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Vacuum Excavator - Trailer Mounted

**Item:** 125, Truvac, TRXX, TRXX 800

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File            | Options File            |
|----------|---------|------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Environmental Products Group, Inc. | \$150,218.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Environmental Products Group, Inc. | \$150,218.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Environmental Products Group, Inc. | \$150,218.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Environmental Products Group, Inc. | \$150,218.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

**Item:** 126, Caterpillar, M318, M318

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$296,083.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$296,083.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$296,083.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$289,744.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

**Item:** 127, DEVELON, DX210W-7, DX210W-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$209,059.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$209,059.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$209,059.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$209,059.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

**Item:** 129, John Deere, 190 GW, 190 GW

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$284,500.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$284,500.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$279,500.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$279,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

**Item:** 130, Volvo, EW180E, EW180E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$257,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$257,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$257,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$257,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

**Item:** 131, Case, WX210E, WX21OE

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$344,759.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$344,759.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$344,759.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$344,759.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

**Item:** 132, Liebherr, A920, A920

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$358,969.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$358,969.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$358,969.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$358,969.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 133, Caterpillar, 2CC4000, 2CC4000

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$45,844.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$45,844.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$45,844.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$31,470.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 134, Crown, CGC20SC-9, CGC20SC-9

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$57,612.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$57,612.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$57,612.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$57,612.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 135, Mitsubishi, FGC20CN, FGC20CN

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$41,923.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$41,923.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$41,923.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$28,915.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 136, Toyota, 50-8FGCU20, 50-8FGCU20

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                     | Price       | Build File | Options File |
|----------|---------|----------------------------|-------------|------------|--------------|
| Western  | Primary | Southern States ToyotaLift | \$29,373.00 | Build      | Options      |
| Northern | Primary | Southern States ToyotaLift | \$29,373.00 | Build      | Options      |
| Central  | Primary | Southern States ToyotaLift | \$29,373.00 | Build      | Options      |
| Southern | Primary | Southern States ToyotaLift | \$29,373.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 137, Clark, S20C, S20C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | National Lift Truck Service | \$32,609.00 | Build      | Options      |
| Northern | Primary | National Lift Truck Service | \$32,609.00 | Build      | Options      |
| Central  | Primary | National Lift Truck Service | \$32,609.00 | Build      | Options      |
| Southern | Primary | National Lift Truck Service | \$32,609.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 138, Hangcha, FP20C, CPYD20-XW71B1-C

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                      | Price       | Build File | Options File |
|----------|-----------|-----------------------------|-------------|------------|--------------|
| Western  | Primary   | Duke Equipment, Inc         | \$27,995.00 | Build      | Options      |
| Northern | Primary   | Duke Equipment, Inc         | \$27,995.00 | Build      | Options      |
| Central  | Primary   | National Lift Truck Service | \$26,143.00 | Build      | Options      |
|          | Alternate | Duke Equipment, Inc         | \$27,995.00 | Build      | Options      |
| Southern | Primary   | National Lift Truck Service | \$26,143.00 | Build      | Options      |
|          | Alternate | Duke Equipment, Inc         | \$27,995.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Cushion Tire - 4,000 lbs. Capacity

**Item:** 139, Hyundai, 25LC-9, 25LC-9

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | National Lift Truck Service | \$28,916.00 | Build      | Options      |
| Northern | Primary | National Lift Truck Service | \$28,916.00 | Build      | Options      |
| Central  | Primary | National Lift Truck Service | \$28,916.00 | Build      | Options      |
| Southern | Primary | National Lift Truck Service | \$28,916.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

**Item:** 140, Case, 586H, 586H

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$108,475.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$108,475.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$108,475.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$108,475.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

**Item:** 141, Harlo, HP5000, HP5000

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price        | Build File | Options File |
|----------|-----------|----------------------|--------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$106,950.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$106,950.00 | Build      | Options      |
| Central  | Primary   | Dobbs Equipment, LLC | \$106,950.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co     | \$126,302.00 | Build      | Options      |
| Southern | Primary   | Dobbs Equipment, LLC | \$106,950.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co     | \$126,302.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

**Item:** 142, Master Craft, MC Series, MC-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$112,553.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$112,553.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$112,553.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$117,875.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

**Item:** 143, Manitou, M30-4, M30-4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$112,414.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$112,414.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$112,414.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$112,414.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Telescopic Tool Carrier/Telehandler

**Item:** 144, Bobcat, TL723, TL723

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$105,454.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$105,454.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$105,454.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$105,454.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Telescopic Tool Carrier/Telehandler

**Item:** 145, Caterpillar, TL642, TL642

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$171,258.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$171,258.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$171,258.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$183,795.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Telescopic Tool Carrier/Telehandler

**Item:** 147, Manitou, MTA8044, MTA8044

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$173,353.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$173,353.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$173,353.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$173,353.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Forklift: Telescopic Tool Carrier/Telehandler**Item:** 148, Xtreme, XR843-B, XR843-B**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                      | Price        | Build File | Options File |
|----------|-----------|-----------------------------|--------------|------------|--------------|
| Western  | Primary   | Southern States ToyotaLift  | \$186,995.00 | Build      | Options      |
|          | Alternate | National Lift Truck Service | \$203,655.00 | Build      | Options      |
| Northern | Primary   | Southern States ToyotaLift  | \$186,995.00 | Build      | Options      |
|          | Alternate | National Lift Truck Service | \$203,655.00 | Build      | Options      |
| Central  | Primary   | Southern States ToyotaLift  | \$186,995.00 | Build      | Options      |
|          | Alternate | National Lift Truck Service | \$203,655.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co            | \$232,387.00 | Build      | Options      |
| Southern | Primary   | Southern States ToyotaLift  | \$186,995.00 | Build      | Options      |
|          | Alternate | National Lift Truck Service | \$203,655.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co            | \$232,387.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Forklift: Telescopic Tool Carrier/Telehandler

**Item:** 149, Snorkel, SR9244, SR9244

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                      | Price        | Build File | Options File |
|----------|-----------|-----------------------------|--------------|------------|--------------|
| Western  | Primary   | National Lift Truck Service | \$160,549.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$167,520.00 | Build      | Options      |
| Northern | Primary   | National Lift Truck Service | \$160,549.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$167,520.00 | Build      | Options      |
| Central  | Primary   | National Lift Truck Service | \$160,549.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$167,520.00 | Build      | Options      |
| Southern | Primary   | National Lift Truck Service | \$160,549.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$167,520.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 150, AKSA, APD-ULJ125, APD-ULJ125

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File | Options File |
|----------|---------|--------------|-------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$55,100.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$55,100.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$55,100.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$55,100.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 151, Blue Star Power Systems, JD125-02, JD125-02

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Mid Florida Diesel, Inc | \$47,430.00 | Build      | Options      |
| Northern | Primary | Mid Florida Diesel, Inc | \$47,430.00 | Build      | Options      |
| Central  | Primary | Mid Florida Diesel, Inc | \$47,430.00 | Build      | Options      |
| Southern | Primary | Mid Florida Diesel, Inc | \$47,430.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 152, Caterpillar, D125, D125

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$72,620.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$72,620.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$72,620.00 | Build      | Options      |
| Southern | Primary | Pantropic Power        | \$73,207.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 153, Generac, SD130, SD130

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price       | Build File | Options File |
|----------|---------|-----------------------|-------------|------------|--------------|
| Western  | Primary | ACF Standby Systems   | \$45,650.00 | Build      | Options      |
| Northern | Primary | ACF Standby Systems   | \$45,650.00 | Build      | Options      |
| Central  | Primary | ACF Standby Systems   | \$45,650.00 | Build      | Options      |
| Southern | Primary | Genset Services, Inc. | \$40,472.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 154, Gillette, SPJD-1250, SPJD-1250

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File            | Options File            |
|----------|---------|--------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Genserve LLC | \$62,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Genserve LLC | \$62,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Genserve LLC | \$62,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Genserve LLC | \$62,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 155, Tradewinds, T125, T125

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Tradewinds Power Corp. | \$82,627.00 | Build      | Options      |
| Northern | Primary | Tradewinds Power Corp. | \$82,627.00 | Build      | Options      |
| Central  | Primary | Tradewinds Power Corp. | \$82,627.00 | Build      | Options      |
| Southern | Primary | Tradewinds Power Corp. | \$82,627.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 536, Taylor Power Systems, TD125, TD125

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                     | Price       | Build File | Options File |
|----------|---------|----------------------------|-------------|------------|--------------|
| Western  | Primary | Taylor Power Systems, Inc. | \$51,200.00 | Build      | Options      |
| Northern | Primary | Taylor Power Systems, Inc. | \$51,200.00 | Build      | Options      |
| Central  | Primary | Taylor Power Systems, Inc. | \$51,200.00 | Build      | Options      |
| Southern | Primary | Taylor Power Systems, Inc. | \$51,200.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 157, Blue Star Power Systems, VD150-02FT4MP, VD150-02FT4MP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File            | Options File            |
|----------|---------|-------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Mid Florida Diesel, Inc | \$130,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Mid Florida Diesel, Inc | \$130,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Mid Florida Diesel, Inc | \$130,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Mid Florida Diesel, Inc | \$130,400.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 158, Doosan, G190WCU-3A-T4F, G190WCU-3A-T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$119,782.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$119,782.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$119,782.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$119,782.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 159, Generac/Magnum, MDG175DF4, MDG175DF4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File | Options File |
|----------|---------|---------------------|--------------|------------|--------------|
| Western  | Primary | ACF Standby Systems | \$103,150.00 | Build      | Options      |
| Northern | Primary | ACF Standby Systems | \$103,150.00 | Build      | Options      |
| Central  | Primary | ACF Standby Systems | \$103,150.00 | Build      | Options      |
| Southern |         |                     |              |            |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 160, MULTIQUIP, DCA180SSJU4F3, DCA180SSJU4F3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$150,746.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$150,746.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$150,746.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$150,746.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 162, Tradewinds, TM150, TM150

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Tradewinds Power Corp. | \$162,283.00 | Build      | Options      |
| Northern | Primary | Tradewinds Power Corp. | \$162,283.00 | Build      | Options      |
| Central  | Primary | Tradewinds Power Corp. | \$162,283.00 | Build      | Options      |
| Southern | Primary | Tradewinds Power Corp. | \$162,283.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 163, Wacker Neuson, G180, G180

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price        | Build File | Options File |
|----------|---------|------------------|--------------|------------|--------------|
| Western  |         |                  |              |            |              |
| Northern |         |                  |              |            |              |
| Central  | Primary | Kelly Tractor Co | \$169,460.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co | \$169,460.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 537, Taylor Power Systems, TM225, TM225

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                     | Price        | Build File | Options File |
|----------|---------|----------------------------|--------------|------------|--------------|
| Western  | Primary | Taylor Power Systems, Inc. | \$111,100.00 | Build      | Options      |
| Northern | Primary | Taylor Power Systems, Inc. | \$111,100.00 | Build      | Options      |
| Central  | Primary | Taylor Power Systems, Inc. | \$111,100.00 | Build      | Options      |
| Southern | Primary | Taylor Power Systems, Inc. | \$111,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 164, Blue Star Generator, VD550-02FT4MP, VD550-02FT4MP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Mid Florida Diesel, Inc | \$284,980.00 | Build      | Options      |
| Northern | Primary | Mid Florida Diesel, Inc | \$284,980.00 | Build      | Options      |
| Central  | Primary | Mid Florida Diesel, Inc | \$284,980.00 | Build      | Options      |
| Southern | Primary | Mid Florida Diesel, Inc | \$284,980.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 165, Caterpillar, XQ570, XQ570

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$539,980.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$539,980.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$539,980.00 | Build      | Options      |
| Southern | Primary | Pantropic Power        | \$467,110.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 166, Tradewinds, TM500, TM500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File            | Options File            |
|----------|---------|------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Tradewinds Power Corp. | \$357,308.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Tradewinds Power Corp. | \$357,308.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Tradewinds Power Corp. | \$357,308.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Tradewinds Power Corp. | \$357,308.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 167, Generac, 570KVA, MDE570P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File | Options File |
|----------|---------|-----------------------|--------------|------------|--------------|
| Western  | Primary | ACF Standby Systems   | \$254,875.00 | Build      | Options      |
| Northern | Primary | ACF Standby Systems   | \$254,875.00 | Build      | Options      |
| Central  | Primary | ACF Standby Systems   | \$254,875.00 | Build      | Options      |
| Southern | Primary | Genset Services, Inc. | \$219,750.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 168, HiPower, HRVW625T4F, HRVW625T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File | Options File |
|----------|---------|--------------|--------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$253,500.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$253,500.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$253,500.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$253,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 169, TechnoGen, VO630TSX, VO630TSX

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File | Options File |
|----------|---------|--------------|--------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$306,300.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$306,300.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$306,300.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$306,300.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Mobile

**Item:** 170, AKSA, ADP-EPA-V550T4, ADP-EPA-V550T4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                       | Price        | Build File | Options File |
|----------|---------|------------------------------|--------------|------------|--------------|
| Western  | Primary | Zabatt Engine Services, Inc. | \$242,192.00 | Build      | Options      |
| Northern | Primary | Zabatt Engine Services, Inc. | \$242,192.00 | Build      | Options      |
| Central  | Primary | Zabatt Engine Services, Inc. | \$242,192.00 | Build      | Options      |
| Southern | Primary | Zabatt Engine Services, Inc. | \$242,192.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 171, AKSA, APD-ULJ500, APD-ULJ500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File | Options File |
|----------|---------|--------------|--------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$137,400.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$137,400.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$137,400.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$137,400.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 172, Blue Star Generator, VD500-01, VD500-01

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Mid Florida Diesel, Inc | \$127,480.00 | Build      | Options      |
| Northern | Primary | Mid Florida Diesel, Inc | \$127,480.00 | Build      | Options      |
| Central  | Primary | Mid Florida Diesel, Inc | \$127,480.00 | Build      | Options      |
| Southern | Primary | Mid Florida Diesel, Inc | \$127,480.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 173, Caterpillar, C15, C15

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$202,890.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$202,890.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$202,890.00 | Build      | Options      |
| Southern | Primary | Pantropic Power        | \$197,756.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 174, Generac, SD500, SD500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File | Options File |
|----------|---------|-----------------------|--------------|------------|--------------|
| Western  | Primary | ACF Standby Systems   | \$133,500.00 | Build      | Options      |
| Northern | Primary | ACF Standby Systems   | \$133,500.00 | Build      | Options      |
| Central  | Primary | ACF Standby Systems   | \$133,500.00 | Build      | Options      |
| Southern | Primary | Genset Services, Inc. | \$108,221.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 175, Gillette, SPVD-5000, SPVD-5000

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File | Options File |
|----------|---------|--------------|--------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$126,200.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$126,200.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$126,200.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$126,200.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 176, Tradewinds, T500, T500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Tradewinds Power Corp. | \$159,741.00 | Build      | Options      |
| Northern | Primary | Tradewinds Power Corp. | \$159,741.00 | Build      | Options      |
| Central  | Primary | Tradewinds Power Corp. | \$159,741.00 | Build      | Options      |
| Southern | Primary | Tradewinds Power Corp. | \$159,741.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 178, IGSA, GSVL20500S, GSVL20500S

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File | Options File |
|----------|---------|--------------|--------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$117,600.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$117,600.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$117,600.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$117,600.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 500kW Stationary

**Item:** 539, Taylor Power Systems, TD500, TD500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                     | Price        | Build File | Options File |
|----------|---------|----------------------------|--------------|------------|--------------|
| Western  | Primary | Taylor Power Systems, Inc. | \$108,100.00 | Build      |              |
| Northern | Primary | Taylor Power Systems, Inc. | \$108,100.00 | Build      |              |
| Central  | Primary | Taylor Power Systems, Inc. | \$108,100.00 | Build      |              |
| Southern | Primary | Taylor Power Systems, Inc. | \$108,100.00 | Build      |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 180, AKSA, APD-ULJ65, APD-ULJ65

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File | Options File |
|----------|---------|--------------|-------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$37,600.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$37,600.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$37,600.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$37,600.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 181, Blue Star, JD60-02, JD60-02

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Mid Florida Diesel, Inc | \$38,270.00 | Build      | Options      |
| Northern | Primary | Mid Florida Diesel, Inc | \$38,270.00 | Build      | Options      |
| Central  | Primary | Mid Florida Diesel, Inc | \$38,270.00 | Build      | Options      |
| Southern | Primary | Mid Florida Diesel, Inc | \$38,270.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 182, Gillette, SPD-600, SPD-600

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File            | Options File            |
|----------|---------|--------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Genserve LLC | \$41,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Genserve LLC | \$41,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Genserve LLC | \$41,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Genserve LLC | \$41,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 183, IGSA, GSJD30060-UL, GSJD30060-UL

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File            | Options File            |
|----------|---------|--------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Genserve LLC | \$38,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Genserve LLC | \$38,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Genserve LLC | \$38,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Genserve LLC | \$38,700.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 184, Caterpillar, D60, D60

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$44,100.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$44,100.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$44,100.00 | Build      | Options      |
| Southern | Primary | Pantropic Power        | \$47,975.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 185, Tradewinds, T60, T60

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Tradewinds Power Corp. | \$55,991.00 | Build      | Options      |
| Northern | Primary | Tradewinds Power Corp. | \$55,991.00 | Build      | Options      |
| Central  | Primary | Tradewinds Power Corp. | \$55,991.00 | Build      | Options      |
| Southern | Primary | Tradewinds Power Corp. | \$55,991.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 60kW Stationary

**Item:** 538, Taylor Power Systems, TD60, TD60

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                     | Price       | Build File | Options File |
|----------|---------|----------------------------|-------------|------------|--------------|
| Western  | Primary | Taylor Power Systems, Inc. | \$36,600.00 | Build      |              |
| Northern | Primary | Taylor Power Systems, Inc. | \$36,600.00 | Build      |              |
| Central  | Primary | Taylor Power Systems, Inc. | \$36,600.00 | Build      |              |
| Southern | Primary | Taylor Power Systems, Inc. | \$36,600.00 | Build      |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 125kW Stationary

**Item:** 188, IGSA, GSJD30125S, GSJD30125S

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File | Options File |
|----------|---------|--------------|-------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$49,100.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$49,100.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$49,100.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$49,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 190, Caterpillar, XQ230, XQ230

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$198,320.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$198,320.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$198,320.00 | Build      | Options      |
| Southern | Primary | Pantropic Power        | \$189,841.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 191, AKSA, ADP-EPA-J170T4, ADP-EPA-J170T4

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File            | Options File            |
|----------|---------|--------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Genserve LLC | \$118,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Genserve LLC | \$118,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Genserve LLC | \$118,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Genserve LLC | \$118,600.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 192, Blue Star, VD150-02FT4MP, VD150-02FT4MP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Mid Florida Diesel, Inc | \$130,400.00 | Build      | Options      |
| Northern | Primary | Mid Florida Diesel, Inc | \$130,400.00 | Build      | Options      |
| Central  | Primary | Mid Florida Diesel, Inc | \$130,400.00 | Build      | Options      |
| Southern | Primary | Mid Florida Diesel, Inc | \$130,400.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Generator: 150kW Mobile

**Item:** 193, HiPower, HRJW190T4F, HRJW190T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price        | Build File | Options File |
|----------|---------|--------------|--------------|------------|--------------|
| Western  | Primary | Genserve LLC | \$114,400.00 | Build      | Options      |
| Northern | Primary | Genserve LLC | \$114,400.00 | Build      | Options      |
| Central  | Primary | Genserve LLC | \$114,400.00 | Build      | Options      |
| Southern | Primary | Genserve LLC | \$114,400.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Horizontal Directional Drill

**Item:** 194, Vermeer, D24X40 S3, D24X40 S3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price        | Build File | Options File |
|----------|---------|-------------------------|--------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$386,826.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$386,826.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$386,826.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$386,826.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Leaf Collector: Trailer Mounted

**Item:** 195, Bonnell, Spartan, Leaf Pro - Trailer

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price        | Build File | Options File |
|----------|---------|--------------------------------|--------------|------------|--------------|
| Western  | Primary | Jet-Vac Equipment Company, LLC | \$111,125.00 | Build      | Options      |
| Northern | Primary | Jet-Vac Equipment Company, LLC | \$111,125.00 | Build      | Options      |
| Central  | Primary | Jet-Vac Equipment Company, LLC | \$111,125.00 | Build      | Options      |
| Southern | Primary | Jet-Vac Equipment Company, LLC | \$111,125.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Leaf Collector: Trailer Mounted

**Item:** 196, ODB, DCL800TM, DCL800TM

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File            | Options File            |
|----------|---------|------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Environmental Products Group, Inc. | \$160,016.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Environmental Products Group, Inc. | \$160,016.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Environmental Products Group, Inc. | \$160,016.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Environmental Products Group, Inc. | \$160,016.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Lift: Scissor Lift - Self Propelled

**Item:** 197, Genie, GS-1932, GS-1932

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$15,731.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$15,731.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$15,731.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$15,768.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Lift: Scissor Lift - Self Propelled

**Item:** 198, JLG, JLG ES1932, JLG ES1932

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File | Options File |
|----------|---------|------------------|-------------|------------|--------------|
| Western  |         |                  |             |            |              |
| Northern |         |                  |             |            |              |
| Central  | Primary | Kelly Tractor Co | \$18,545.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co | \$18,545.00 | Build      | Options      |

Bid Award

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Lift: Scissor Lift - Self Propelled

**Item:** 199, Snorkel, S321, S3219E

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                      | Price       | Build File | Options File |
|----------|-----------|-----------------------------|-------------|------------|--------------|
| Western  | Primary   | National Lift Truck Service | \$15,442.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$15,495.00 | Build      | Options      |
| Northern | Primary   | National Lift Truck Service | \$15,442.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$15,495.00 | Build      | Options      |
| Central  | Primary   | National Lift Truck Service | \$15,442.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$15,495.00 | Build      | Options      |
| Southern | Primary   | National Lift Truck Service | \$15,442.00 | Build      | Options      |
|          | Alternate | Southern States ToyotaLift  | \$15,495.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Light Tower: Hybrid Light Tower

**Item:** 201, Signal Power, HT444PC, HT444PC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File            | Options File            |
|----------|---------|------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Federal Contracts Corp | \$38,370.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Federal Contracts Corp | \$38,370.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Federal Contracts Corp | \$38,370.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Federal Contracts Corp | \$38,370.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Light Tower: Light Tower - Trailer Mounted

**Item:** 203, Doosan, LCV6WKUB-60HZ-T4F, LCV6WKUB-60HZ-T4F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$12,664.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$12,664.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$12,664.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$12,664.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Light Tower: Light Tower - Trailer Mounted

**Item:** 204, Generac, MLT4060, MLT4060

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price       | Build File | Options File |
|----------|---------|-----------------------|-------------|------------|--------------|
| Western  | Primary | ACF Standby Systems   | \$16,460.00 | Build      | Options      |
| Northern | Primary | ACF Standby Systems   | \$16,460.00 | Build      | Options      |
| Central  | Primary | ACF Standby Systems   | \$16,460.00 | Build      | Options      |
| Southern | Primary | Genset Services, Inc. | \$13,612.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Light Tower: Light Tower - Trailer Mounted

**Item:** 205, Wacker Neuson, LTV6L, LTV6L

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File | Options File |
|----------|---------|------------------|-------------|------------|--------------|
| Western  |         |                  |             |            |              |
| Northern |         |                  |             |            |              |
| Central  | Primary | Kelly Tractor Co | \$13,889.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co | \$13,889.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Light Tower: Light Tower - Trailer Mounted**Item:** 206, Wanco, WLT-4MK6K, WLT-4MK6K**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                            | Price       | Build File | Options File |
|----------|-----------|-----------------------------------|-------------|------------|--------------|
| Western  | Primary   | Striping Service and Supply, LLC. | \$13,550.00 | Build      | Options      |
|          | Alternate | Tradewinds Power Corp.            | \$13,651.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$15,794.00 | Build      | Options      |
| Northern | Primary   | Striping Service and Supply, LLC. | \$13,550.00 | Build      | Options      |
|          | Alternate | Tradewinds Power Corp.            | \$13,651.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$15,794.00 | Build      | Options      |
| Central  | Primary   | Striping Service and Supply, LLC. | \$13,550.00 | Build      | Options      |
|          | Alternate | Tradewinds Power Corp.            | \$13,651.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$15,794.00 | Build      | Options      |
| Southern | Primary   | Tradewinds Power Corp.            | \$13,651.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$13,850.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$15,794.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Loader Backhoe - 4x4

**Item:** 207, Caterpillar, 416, 416

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$96,799.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$96,799.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$96,799.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$95,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Loader Backhoe - 4x4

**Item:** 208, John Deere, 310P, 310P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$104,900.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$104,900.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$102,700.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$102,700.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Loader Backhoe - 4x4

**Item:** 209, Case, 580SN, 580SN

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$141,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$141,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$141,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$141,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

**Item:** 210, Bobcat, S62, S62

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$43,660.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$43,660.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$43,660.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$43,660.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

**Item:** 211, Caterpillar, 236D3, 236D3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$51,453.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$51,453.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$51,453.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$47,846.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

**Item:** 212, John Deere, 318G, 318G

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price       | Build File | Options File |
|----------|-----------|----------------------|-------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$51,200.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$51,200.00 | Build      | Options      |
| Central  | Primary   | EFE, INC             | \$44,100.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$49,995.00 | Build      | Options      |
| Southern | Primary   | EFE, INC             | \$44,100.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$49,995.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

**Item:** 213, Kubota, SSV65, SSV65

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$36,950.00 | Build      | Options      |
| Northern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$36,700.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$37,548.00 | Build      | Options      |
| Central  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$36,550.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$37,548.00 | Build      | Options      |
| Southern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$36,700.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$37,548.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

**Item:** 214, Case, SV185B, SV185B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price       | Build File | Options File |
|----------|---------|-------------------------------------|-------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$57,134.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$57,134.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$57,134.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$57,134.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

**Item:** 216, Caterpillar, 272D3, 272D3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$69,127.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$69,127.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$69,127.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$65,967.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

**Item:** 217, John Deere, 330G, 330G

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price       | Build File | Options File |
|----------|-----------|----------------------|-------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$65,750.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$65,750.00 | Build      | Options      |
| Central  | Primary   | EFE, INC             | \$57,675.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$64,300.00 | Build      | Options      |
| Southern | Primary   | EFE, INC             | \$57,675.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$64,300.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

**Item:** 218, Case, SV340B, SV340B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price       | Build File | Options File |
|----------|---------|-------------------------------------|-------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$75,333.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$75,333.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$75,333.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$75,333.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

**Item:** 220, Manitou, 1050RT, 1050RT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price       | Build File | Options File |
|----------|---------|---------------------------------|-------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$46,365.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$46,365.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$46,365.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$46,365.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 221, Bobcat, T770, T770

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$71,649.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$71,649.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$71,649.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$71,649.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 222, Caterpillar, 279D3, 279D3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$77,647.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$77,647.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$77,647.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$88,523.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 223, John Deere, 331G, 331G

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price       | Build File | Options File |
|----------|-----------|----------------------|-------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$77,950.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$77,950.00 | Build      | Options      |
| Central  | Primary   | EFE, INC             | \$69,000.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$76,200.00 | Build      | Options      |
| Southern | Primary   | EFE, INC             | \$69,000.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$76,200.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 224, Kubota, SVL 75-3, SVL 75-3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  |         |                               |             |            |              |
| Northern | Primary | Florida Coast Equipment, Inc. | \$52,098.00 | Build      | Options      |
| Central  | Primary | Florida Coast Equipment, Inc. | \$52,098.00 | Build      | Options      |
| Southern | Primary | Florida Coast Equipment, Inc. | \$52,098.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 225, Takeuchi, TL12V2, TL12V2

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$76,000.00 | Build      |              |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$76,000.00 | Build      |              |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$76,000.00 | Build      |              |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$76,000.00 | Build      |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 226, Case, TR310B, TR310B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price       | Build File | Options File |
|----------|---------|-------------------------------------|-------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$77,942.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$77,942.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$77,942.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$77,942.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 227, ASV, MAX-Series™ VT-100 Posi-Track® loader, VT-100

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  |         |                                          |             |            |              |
| Northern |         |                                          |             |            |              |
| Central  |         |                                          |             |            |              |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$95,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 228, Yanmar, TL100 Tracked Skid Steer, TL100VS

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  |         |                                          |             |            |              |
| Northern |         |                                          |             |            |              |
| Central  |         |                                          |             |            |              |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$81,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

**Item:** 229, Manitou, 1050R, 1050R

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price       | Build File            | Options File            |
|----------|---------|---------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | National Equipment Dealers, LLC | \$62,075.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | National Equipment Dealers, LLC | \$62,075.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | National Equipment Dealers, LLC | \$62,075.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | National Equipment Dealers, LLC | \$62,075.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 230, Caterpillar, 908, 908

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$112,359.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$112,359.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$112,359.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$118,109.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 231, Hitachi, ZW120, ZW120

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File            | Options File            |
|----------|---------|-------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$115,749.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$115,749.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$115,749.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$115,749.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 232, John Deere, 324P, 324P

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price        | Build File | Options File |
|----------|-----------|----------------------|--------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$126,900.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$126,900.00 | Build      | Options      |
| Central  | Primary   | EFE, INC             | \$116,450.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$124,200.00 | Build      | Options      |
| Southern | Primary   | EFE, INC             | \$116,450.00 | Build      | Options      |
|          | Alternate | Dobbs Equipment, LLC | \$124,200.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 233, Manitou, MLA7-75 H-Z, MLA7-75 H-Z

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$132,648.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$132,648.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$132,648.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$132,648.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 234, Takeuchi, TW80, TW80

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$93,500.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$93,500.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$93,500.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$93,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 235, Volvo, L45H, L45H

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$135,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$135,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$135,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$135,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 236, Case, 321F, 321F

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$115,298.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$115,298.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$115,298.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$115,298.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 237, Mecalac, A Series, AS850

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$125,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$125,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$125,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$125,500.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 1.5 cubic yd.

**Item:** 238, Yanmar, V12, V12

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  |         |                                          |              |            |              |
| Northern |         |                                          |              |            |              |
| Central  |         |                                          |              |            |              |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$101,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 239, Caterpillar, 926, 926

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$200,578.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$200,578.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$200,578.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$188,785.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 240, DEVELON, DL220-7, DL220-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$140,297.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$140,297.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$140,297.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$140,297.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 241, DEVELON, DL280-7, DL280-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$166,531.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$166,531.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$166,531.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$166,531.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 242, Hitachi, ZW180, ZW180

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$185,841.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$185,841.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$185,841.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$185,841.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 243, Hyundai, HL940A, HL940A

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$198,866.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$198,866.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$198,866.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$198,866.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 244, John Deere, 524P, 524P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$209,850.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$209,850.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$205,300.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$205,300.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 246, Volvo, L60H2, L60H2

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$163,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$163,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$163,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$163,000.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 247, Case, 621G, 621G

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File | Options File |
|----------|---------|-------------------------------------|--------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$252,935.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$252,935.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$252,935.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$252,935.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 248, Liebherr, L526, L526

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$205,537.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$205,537.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$205,537.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$205,537.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 249, Caterpillar, 972, 972

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$520,245.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$520,245.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$520,245.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$558,293.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 250, DEVELON, DL480-7, DL480-7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                 | Price        | Build File | Options File |
|----------|---------|----------------------------------------|--------------|------------|--------------|
| Western  | Primary | HD Hyundai Infracore North America LLC | \$318,125.00 | Build      | Options      |
| Northern | Primary | HD Hyundai Infracore North America LLC | \$318,125.00 | Build      | Options      |
| Central  | Primary | HD Hyundai Infracore North America LLC | \$318,125.00 | Build      | Options      |
| Southern | Primary | HD Hyundai Infracore North America LLC | \$318,125.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 251, Hitachi, ZW310, ZW310

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$334,603.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$334,603.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$334,603.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$334,603.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 252, Hyundai, HL975, HL975

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$417,550.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$417,550.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$417,550.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$417,550.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 253, John Deere, 744P, 744P

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$469,750.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$469,750.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$459,350.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$459,350.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 255, Volvo, L150H, L150H

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$415,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$415,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$415,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$415,000.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 256, Case, 1021G Z Bar, 1021G Z Bar

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$520,277.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$520,277.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$520,277.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$520,277.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 5.75 cubic yd.

**Item:** 257, Liebherr, L580, L580

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$527,917.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$527,917.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$527,917.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$527,917.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Low Speed Vehicle: Electric Type

**Item:** 258, Columbia, Journeyman, Journeyman 2+2

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                           | Price       | Build File | Options File |
|----------|-----------|----------------------------------|-------------|------------|--------------|
| Western  | Primary   | Southern States ToyotaLift       | \$17,495.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$18,705.00 | Build      | Options      |
| Northern | Primary   | Southern States ToyotaLift       | \$17,495.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$17,940.00 | Build      | Options      |
| Central  | Primary   | Southern States ToyotaLift       | \$17,495.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$18,220.00 | Build      | Options      |
| Southern | Primary   | Southern States ToyotaLift       | \$17,495.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$18,770.00 | Build      | Options      |

Bid Award

Item 6.

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 259, GEM, E4, E4

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                    | Price       | Build File | Options File |
|----------|-----------|---------------------------|-------------|------------|--------------|
| Western  | Primary   | Love Power Equipment, Inc | \$19,930.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$21,742.00 | Build      | Options      |
| Northern | Primary   | Love Power Equipment, Inc | \$19,930.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$21,742.00 | Build      | Options      |
| Central  | Primary   | Love Power Equipment, Inc | \$19,730.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$21,742.00 | Build      | Options      |
| Southern | Primary   | Love Power Equipment, Inc | \$19,930.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$21,742.00 | Build      | Options      |

Bid Award

Item 6.

Contract: FSA23-EQU21.0, Equipment

Group: Low Speed Vehicle: Electric Type

Item: 260, GEM, e2, e2

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                    | Price       | Build File | Options File |
|----------|-----------|---------------------------|-------------|------------|--------------|
| Western  | Primary   | Love Power Equipment, Inc | \$17,980.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$19,475.00 | Build      | Options      |
| Northern | Primary   | Love Power Equipment, Inc | \$17,980.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$19,475.00 | Build      | Options      |
| Central  | Primary   | Love Power Equipment, Inc | \$17,480.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$19,475.00 | Build      | Options      |
| Southern | Primary   | Love Power Equipment, Inc | \$17,980.00 | Build      | Options      |
|          | Alternate | Beck Chrysler Dodge Jeep  | \$19,475.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Low Speed Vehicle: Electric Type

**Item:** 261, Cruise Car ICON, C40-ECO, C40-ECO

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price      | Build File            | Options File            |
|----------|---------|------------------------|------------|-----------------------|-------------------------|
| Western  | Primary | Federal Contracts Corp | \$9,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Federal Contracts Corp | \$9,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Federal Contracts Corp | \$9,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Federal Contracts Corp | \$9,136.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Low Speed Vehicle: Electric Type

**Item:** 262, Star EV, Capella CP-2, CP-2

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$11,995.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$11,230.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$11,510.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$12,060.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Motor Grader: Large

**Item:** 263, Caterpillar, 120, 120

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$271,570.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$271,570.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$271,570.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$242,242.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Motor Grader: Large

**Item:** 264, John Deere, 620G, 620G

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$300,750.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$300,750.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$294,300.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$294,300.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Motor Grader: Large

**Item:** 266, Case, 856C, 856C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$303,488.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$303,488.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$303,488.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$303,488.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Motor Grader: Small

**Item:** 267, LeeBoy, 685D, 685D

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File            | Options File            |
|----------|---------|----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Dobbs Equipment, LLC | \$238,900.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Dobbs Equipment, LLC | \$238,900.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Dobbs Equipment, LLC | \$238,900.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Dobbs Equipment, LLC | \$238,900.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Motor Grader: Small

**Item:** 268, Weiler, G65, G65

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$220,791.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$220,791.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$220,791.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$198,150.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Motor Grader: Small

**Item:** 269, Case, 836C, 836C VHP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$269,395.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$269,395.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$269,395.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$269,395.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: 15ft. Flex Wing Rotary Mower

**Item:** 271, Bush Hog, 4115, 4115

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File            | Options File            |
|----------|---------|--------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Bush Hog LLC | \$26,612.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Bush Hog LLC | \$26,612.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Bush Hog LLC | \$26,612.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Bush Hog LLC | \$26,612.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: 15ft. Flex Wing Rotary Mower

**Item:** 272, John Deere, FC15M, FC15M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor   | Price       | Build File | Options File |
|----------|---------|----------|-------------|------------|--------------|
| Western  |         |          |             |            |              |
| Northern |         |          |             |            |              |
| Central  | Primary | EFE, INC | \$24,900.00 | Build      | Options      |
| Southern | Primary | EFE, INC | \$24,900.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: 15ft. Flex Wing Rotary Mower

**Item:** 274, Rhino, 4150, 4150

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File            | Options File            |
|----------|---------|--------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Rhino Ag LLC | \$28,693.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Rhino Ag LLC | \$28,693.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Rhino Ag LLC | \$28,693.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Rhino Ag LLC | \$28,693.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: 15ft. Flex Wing Rotary Mower

**Item:** 275, Schulte, FX-1800, FX-1800

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                      | Price       | Build File | Options File |
|----------|-----------|-----------------------------|-------------|------------|--------------|
| Western  | Primary   | Glade & Grove Supply Co LLC | \$30,648.00 | Build      | Options      |
| Northern | Primary   | Glade & Grove Supply Co LLC | \$30,448.00 | Build      | Options      |
| Central  | Primary   | Glade & Grove Supply Co LLC | \$30,048.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co            | \$39,985.00 | Build      | Options      |
| Southern | Primary   | Glade & Grove Supply Co LLC | \$30,048.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co            | \$39,985.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: 15ft. Flex Wing Rotary Mower

**Item:** 276, Woods, BW15.61, BW15.61

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File            | Options File            |
|----------|---------|------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Kelly Tractor Co | \$33,435.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Kelly Tractor Co | \$33,435.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Kelly Tractor Co | \$31,435.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Kelly Tractor Co | \$31,435.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Electric Zero Turn Radius Mower

**Item:** 277, Greenworks, Optimus Z Zero Turn, CZ60R18X

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$20,700.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$20,700.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$20,700.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$20,700.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Electric Zero Turn Radius Mower

**Item:** 278, Mean Green Electric Mowers, RIVAL 60" SIDE DISCHARGE (6.75-7.25 HRS CONTINUOUS), RVL60S220

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  |         |                        |             |            |              |
| Northern | Primary | Green Thumb Palm Beach | \$29,920.00 | Build      | Options      |
| Central  | Primary | Green Thumb Palm Beach | \$29,920.00 | Build      | Options      |
| Southern | Primary | Green Thumb Palm Beach | \$29,920.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Remote Controlled Brush Mower

**Item:** 279, Alamo Industrial, RC28, RC28

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price       | Build File | Options File |
|----------|---------|-----------------------|-------------|------------|--------------|
| Western  | Primary | Alamo Group Texas LLC | \$53,144.00 | Build      | Options      |
| Northern | Primary | Alamo Group Texas LLC | \$53,144.00 | Build      | Options      |
| Central  | Primary | Alamo Group Texas LLC | \$53,144.00 | Build      | Options      |
| Southern | Primary | Alamo Group Texas LLC | \$53,144.00 | Build      | Options      |

Bid Award

Item 6.

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Remote Controlled Brush Mower

Item: 282, RC Mowers, R-52, R-52

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price       | Build File | Options File |
|----------|---------|--------------------------------|-------------|------------|--------------|
| Western  | Primary | Embankscape Equipment LLC      | \$66,098.00 | Build      | Options      |
|          | Primary | Jet-Vac Equipment Company, LLC | \$66,098.00 | Build      | Options      |
| Northern | Primary | Embankscape Equipment LLC      | \$66,098.00 | Build      | Options      |
|          | Primary | Jet-Vac Equipment Company, LLC | \$66,098.00 | Build      | Options      |
| Central  | Primary | Embankscape Equipment LLC      | \$66,098.00 | Build      | Options      |
|          | Primary | Jet-Vac Equipment Company, LLC | \$66,098.00 | Build      | Options      |
| Southern | Primary | Embankscape Equipment LLC      | \$66,098.00 | Build      | Options      |
|          | Primary | Jet-Vac Equipment Company, LLC | \$66,098.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Remote Controlled Brush Mower

**Item:** 283, Prinoth, Raptor 100, Raptor 100

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$157,774.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$157,774.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$157,774.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$157,774.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Remote Controlled Brush Mower

**Item:** 284, AGRIA, 9600-112, 9600-112

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price       | Build File | Options File |
|----------|---------|---------------------|-------------|------------|--------------|
| Western  | Primary | Pat`s Pump & Blower | \$84,402.00 | Build      | Options      |
| Northern | Primary | Pat`s Pump & Blower | \$84,402.00 | Build      | Options      |
| Central  | Primary | Pat`s Pump & Blower | \$84,402.00 | Build      | Options      |
| Southern | Primary | Pat`s Pump & Blower | \$84,402.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 287, Ferris, ISX2200, 5902078

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | PACE Inc.              | \$12,000.00 | Build      | Options      |
| Northern | Primary | PACE Inc.              | \$12,000.00 | Build      | Options      |
| Central  | Primary | Green Thumb Palm Beach | \$13,187.00 | Build      | Options      |
| Southern | Primary | Green Thumb Palm Beach | \$12,987.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 288, Grasshopper, 225, 225

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$14,862.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$14,862.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$14,862.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$14,862.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 289, Gravely, Proturn, 360

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  |         |                               |             |            |              |
| Northern | Primary | Florida Coast Equipment, Inc. | \$11,649.00 | Build      | Options      |
| Central  | Primary | Florida Coast Equipment, Inc. | \$11,649.00 | Build      | Options      |
| Southern | Primary | Florida Coast Equipment, Inc. | \$11,649.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 290, Husqvarna, Z560, Z560

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$13,768.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$13,768.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$13,768.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$13,768.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 291, John Deere, Z930M, Z930M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor   | Price       | Build File | Options File |
|----------|---------|----------|-------------|------------|--------------|
| Western  |         |          |             |            |              |
| Northern |         |          |             |            |              |
| Central  | Primary | EFE, INC | \$11,500.00 | Build      | Options      |
| Southern | Primary | EFE, INC | \$11,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 292, Kubota, Z725KH-3-60, Z725KH-3-60

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price      | Build File | Options File |
|----------|-----------|-------------------------------|------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$9,989.00 | Build      | Options      |
| Northern | Primary   | Florida Coast Equipment, Inc. | \$9,576.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$9,819.00 | Build      | Options      |
| Central  | Primary   | Florida Coast Equipment, Inc. | \$9,576.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$9,719.00 | Build      | Options      |
| Southern | Primary   | Florida Coast Equipment, Inc. | \$9,576.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$9,989.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 293, Scag, Tiger Cat II, STCII-26FTEFI

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  |         |                        |             |            |              |
| Northern | Primary | Green Thumb Palm Beach | \$10,734.00 | Build      | Options      |
| Central  | Primary | Green Thumb Palm Beach | \$10,009.00 | Build      | Options      |
| Southern | Primary | Green Thumb Palm Beach | \$10,009.00 | Build      | Options      |

Bid Award

Item 6.

Contract: FSA23-EQU21.0, Equipment

Group: Mower: Zero Turn Radius Mower

Item: 294, Bobcat, ZT Series, 9996010

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | Carswell Distributing Company | \$9,919.00  | Build      | Options      |
|          | Alternate | Clark Equipment Company       | \$12,495.00 | Build      | Options      |
| Northern | Primary   | Carswell Distributing Company | \$9,919.00  | Build      | Options      |
|          | Alternate | Clark Equipment Company       | \$12,495.00 | Build      | Options      |
| Central  | Primary   | Carswell Distributing Company | \$9,919.00  | Build      | Options      |
|          | Alternate | Clark Equipment Company       | \$12,495.00 | Build      | Options      |
| Southern | Primary   | Carswell Distributing Company | \$9,919.00  | Build      | Options      |
|          | Alternate | Clark Equipment Company       | \$12,495.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 295, Encore, Caliber, EC60FX850V5X

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price      | Build File | Options File |
|----------|---------|-------------------------------|------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$7,837.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$7,837.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$7,837.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$7,837.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 296, Encore, Edge, EE60LS2P82F32

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price      | Build File | Options File |
|----------|---------|-------------------------------|------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$5,426.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$5,426.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$5,426.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$5,426.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 297, Encore, Prowler, EP60FX921V5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$10,305.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$10,305.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$10,305.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$10,305.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 298, Redmax, CZT Series, CZT60X

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Carswell Distributing Company | \$11,760.00 | Build      | Options      |
| Northern | Primary | Carswell Distributing Company | \$11,760.00 | Build      | Options      |
| Central  | Primary | Carswell Distributing Company | \$11,760.00 | Build      | Options      |
| Southern | Primary | Carswell Distributing Company | \$11,760.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 299, Hustler, X-One, 941856

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  |         |                        |             |            |              |
| Northern | Primary | Green Thumb Palm Beach | \$13,141.00 | Build      | Options      |
| Central  | Primary | Green Thumb Palm Beach | \$13,016.00 | Build      | Options      |
| Southern | Primary | Green Thumb Palm Beach | \$12,891.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 300, Stihl, RZ700, RZ760k

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  |         |                        |             |            |              |
| Northern |         |                        |             |            |              |
| Central  | Primary | Green Thumb Palm Beach | \$12,469.00 | Build      | Options      |
| Southern | Primary | Green Thumb Palm Beach | \$12,469.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 301, Wright, ZXL, WZXL61S61E8E1B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File            | Options File            |
|----------|---------|------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | PACE Inc.              | \$11,524.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | PACE Inc.              | \$11,524.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Green Thumb Palm Beach | \$12,352.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Green Thumb Palm Beach | \$12,152.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Mower: Zero Turn Radius Mower

**Item:** 544, Dixie Chopppe, Eagle, 3160KW

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor       | Price       | Build File | Options File |
|----------|---------|--------------|-------------|------------|--------------|
| Western  | Primary | Rhino Ag LLC | \$11,756.00 | Build      | Options      |
| Northern | Primary | Rhino Ag LLC | \$11,756.00 | Build      | Options      |
| Central  | Primary | Rhino Ag LLC | \$11,756.00 | Build      | Options      |
| Southern | Primary | Rhino Ag LLC | \$11,756.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pallet Jack: Electric 4,500 lbs. Capacity

**Item:** 302, Big Joe, WPT45, WPT45

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price      | Build File | Options File |
|----------|---------|------------------------|------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$5,876.00 | Build      |              |
| Northern | Primary | Ring Power Corporation | \$5,876.00 | Build      |              |
| Central  | Primary | Ring Power Corporation | \$5,876.00 | Build      |              |
| Southern | Primary | Kelly Tractor Co       | \$9,936.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pallet Jack: Electric 4,500 lbs. Capacity

**Item:** 303, Jungheinrich, EJE120, EJE120

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price      | Build File | Options File |
|----------|---------|------------------------|------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$7,079.00 | Build      |              |
| Northern | Primary | Ring Power Corporation | \$7,079.00 | Build      |              |
| Central  | Primary | Ring Power Corporation | \$7,079.00 | Build      |              |
| Southern | Primary | Kelly Tractor Co       | \$8,600.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pallet Jack: Electric 4,500 lbs. Capacity

**Item:** 304, Mitsubishi, PW23, PW23

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price      | Build File | Options File |
|----------|---------|------------------------|------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$7,079.00 | Build      |              |
| Northern | Primary | Ring Power Corporation | \$7,079.00 | Build      |              |
| Central  | Primary | Ring Power Corporation | \$7,079.00 | Build      |              |
| Southern | Primary | Kelly Tractor Co       | \$8,600.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pallet Jack: Electric 4,500 lbs. Capacity

**Item:** 540, Crown, WP 3200, WP 3200

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price      | Build File | Options File |
|----------|---------|------------------------|------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$8,384.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$8,384.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$8,384.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$8,384.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pipe Inspection: Battery Operated Pipe Crawler Inspection System

**Item:** 306, Envirosight, Verisight Pro+, VSP200

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File            | Options File            |
|----------|---------|------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Environmental Products Group, Inc. | \$111,437.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Environmental Products Group, Inc. | \$111,437.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Environmental Products Group, Inc. | \$111,437.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Environmental Products Group, Inc. | \$111,437.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pipe Inspection: Battery Operated Pipe Crawler Inspection System

**Item:** 307, Aries, UC3410, UC3410

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File | Options File |
|----------|---------|-------------------|-------------|------------|--------------|
| Western  | Primary | Evervac Equipment | \$89,000.00 | Build      | Options      |
| Northern | Primary | Evervac Equipment | \$89,000.00 | Build      | Options      |
| Central  | Primary | Evervac Equipment | \$89,000.00 | Build      | Options      |
| Southern | Primary | Evervac Equipment | \$89,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pipe Inspection: Battery Operated Pipe Crawler Inspection System

**Item:** 308, Pipe Trekker, A-200 Pipe Crawler, A-200

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price       | Build File | Options File |
|----------|---------|---------------------|-------------|------------|--------------|
| Western  | Primary | Pat`s Pump & Blower | \$63,257.00 | Build      | Options      |
| Northern | Primary | Pat`s Pump & Blower | \$63,257.00 | Build      | Options      |
| Central  | Primary | Pat`s Pump & Blower | \$63,257.00 | Build      | Options      |
| Southern | Primary | Pat`s Pump & Blower | \$63,257.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 309, Atlas Copco, PAS 150 HF, PAS 150 HF

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Hydra Service (S), Inc. | \$50,370.00 | Build      | Options      |
| Northern | Primary | Hydra Service (S), Inc. | \$50,370.00 | Build      | Options      |
| Central  | Primary | Hydra Service (S), Inc. | \$50,370.00 | Build      | Options      |
| Southern | Primary | Hydra Service (S), Inc. | \$50,370.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 310, BBA Pumps, BA150E, BA150E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor    | Price       | Build File | Options File |
|----------|---------|-----------|-------------|------------|--------------|
| Western  | Primary | BBA PUMPS | \$49,955.00 | Build      | Options      |
| Northern | Primary | BBA PUMPS | \$49,955.00 | Build      | Options      |
| Central  | Primary | BBA PUMPS | \$49,955.00 | Build      | Options      |
| Southern | Primary | BBA PUMPS | \$49,955.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 311, ECO PUMP, Trailer Mounted Trash Pump, 6612T

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price       | Build File            | Options File            |
|----------|---------|---------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Pat`s Pump & Blower | \$59,820.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Pat`s Pump & Blower | \$59,820.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Pat`s Pump & Blower | \$59,820.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Pat`s Pump & Blower | \$59,820.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 312, Global Pump, 6GSTAP, 6GSTAP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor             | Price       | Build File | Options File |
|----------|---------|--------------------|-------------|------------|--------------|
| Western  | Primary | Mersino Dewatering | \$49,750.00 | Build      | Options      |
| Northern | Primary | Mersino Dewatering | \$49,750.00 | Build      | Options      |
| Central  | Primary | Mersino Dewatering | \$49,750.00 | Build      | Options      |
| Southern | Primary | Mersino Dewatering | \$49,750.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 313, Godwin, CD 150S, CD 150S

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Xylem Dewatering Solutions, Inc. | \$50,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Xylem Dewatering Solutions, Inc. | \$50,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Xylem Dewatering Solutions, Inc. | \$50,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Xylem Dewatering Solutions, Inc. | \$50,119.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 314, Holland Pumps, PT6TPC-P1104D44T, PT6TPC-P1104D44T

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price       | Build File | Options File |
|----------|---------|----------------------|-------------|------------|--------------|
| Western  | Primary | Holland Pump Company | \$53,120.00 | Build      | Options      |
| Northern | Primary | Holland Pump Company | \$53,120.00 | Build      | Options      |
| Central  | Primary | Holland Pump Company | \$53,120.00 | Build      | Options      |
| Southern | Primary | Holland Pump Company | \$53,120.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 315, MWI, CT006, CT006

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor    | Price       | Build File | Options File |
|----------|---------|-----------|-------------|------------|--------------|
| Western  | Primary | MWI pumps | \$49,175.00 | Build      | Options      |
| Northern | Primary | MWI pumps | \$49,175.00 | Build      | Options      |
| Central  | Primary | MWI pumps | \$49,175.00 | Build      | Options      |
| Southern | Primary | MWI pumps | \$49,175.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 316, Pioneer, PP66S12L71, PP66S12L71

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price       | Build File | Options File |
|----------|---------|-------------------------------|-------------|------------|--------------|
| Western  | Primary | Tom Evans Environmental, Inc. | \$59,340.00 | Build      | Options      |
| Northern | Primary | Tom Evans Environmental, Inc. | \$59,340.00 | Build      | Options      |
| Central  | Primary | Tom Evans Environmental, Inc. | \$59,340.00 | Build      | Options      |
| Southern | Primary | Tom Evans Environmental, Inc. | \$59,340.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 317, Thompson Pump, 6JSC, 6JSC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                     | Price       | Build File | Options File |
|----------|---------|--------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Thompson Pump & Manufacturing Company Inc. | \$45,947.00 | Build      | Options      |
| Northern | Primary | Thompson Pump & Manufacturing Company Inc. | \$45,947.00 | Build      | Options      |
| Central  | Primary | Thompson Pump & Manufacturing Company Inc. | \$45,947.00 | Build      | Options      |
| Southern | Primary | Thompson Pump & Manufacturing Company Inc. | \$45,947.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 318, Tradewinds, TPK66, TPK66

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Tradewinds Power Corp. | \$47,197.00 | Build      | Options      |
| Northern | Primary | Tradewinds Power Corp. | \$47,197.00 | Build      | Options      |
| Central  | Primary | Tradewinds Power Corp. | \$47,197.00 | Build      | Options      |
| Southern | Primary | Tradewinds Power Corp. | \$47,197.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Pump: Mobile Pump

**Item:** 321, PRIMAX-SYKES, CP, 150i

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price       | Build File | Options File |
|----------|---------|---------------------------|-------------|------------|--------------|
| Western  | Primary | Wastewater Solutions, LLC | \$95,665.00 | Build      | Options      |
| Northern | Primary | Wastewater Solutions, LLC | \$95,665.00 | Build      | Options      |
| Central  | Primary | Wastewater Solutions, LLC | \$95,665.00 | Build      | Options      |
| Southern | Primary | Wastewater Solutions, LLC | \$95,665.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Message Board

**Item:** 322, AMSIG, CMS-GP465T, CMS-GP465T

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File | Options File |
|----------|---------|----------------------------------|-------------|------------|--------------|
| Western  | Primary | Crimson Technology Products, LLC | \$16,164.00 | Build      | Options      |
| Northern | Primary | Crimson Technology Products, LLC | \$16,164.00 | Build      | Options      |
| Central  | Primary | Crimson Technology Products, LLC | \$16,375.00 | Build      | Options      |
| Southern | Primary | Crimson Technology Products, LLC | \$16,645.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Message Board

**Item:** 323, K&K Systems, MB9757, MB9757

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File | Options File |
|----------|---------|-------------------|-------------|------------|--------------|
| Western  | Primary | K&K Systems, Inc. | \$13,903.00 | Build      | Options      |
| Northern | Primary | K&K Systems, Inc. | \$13,903.00 | Build      | Options      |
| Central  | Primary | K&K Systems, Inc. | \$13,903.00 | Build      | Options      |
| Southern | Primary | K&K Systems, Inc. | \$13,903.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Message Board

**Item:** 324, Kustom Signal, Smart VMS, 2

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File | Options File |
|----------|---------|----------------------------------|-------------|------------|--------------|
| Western  | Primary | Crimson Technology Products, LLC | \$18,906.00 | Build      | Options      |
| Northern | Primary | Crimson Technology Products, LLC | \$18,906.00 | Build      | Options      |
| Central  | Primary | Crimson Technology Products, LLC | \$19,169.00 | Build      | Options      |
| Southern | Primary | Crimson Technology Products, LLC | \$19,420.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Message Board

**Item:** 325, Ver-Mac, PCMS-1500, PCMS-1500

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$22,295.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$22,295.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$22,295.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$22,295.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Roadway Advisory Board: Mobile Message Board**Item:** 326, Wanco, Full Size 3-Line Message Board Trailer, WTLMB-A**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                            | Price       | Build File | Options File |
|----------|-----------|-----------------------------------|-------------|------------|--------------|
| Western  | Primary   | Vetted Security Solutions         | \$21,607.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$22,775.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$25,219.00 | Build      | Options      |
| Northern | Primary   | Vetted Security Solutions         | \$21,607.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$22,775.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$25,219.00 | Build      | Options      |
| Central  | Primary   | Vetted Security Solutions         | \$21,607.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$22,775.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$25,219.00 | Build      | Options      |
| Southern | Primary   | Vetted Security Solutions         | \$21,607.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$23,150.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$25,219.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Roadway Advisory Board: Mobile Message Board**Item:** 327, Wanco, Full Size Full Matrix Message Board Trailer, WTMMB-A**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                            | Price       | Build File            | Options File            |
|----------|-----------|-----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Vetted Security Solutions         | \$22,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Striping Service and Supply, LLC. | \$23,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$26,610.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Vetted Security Solutions         | \$22,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Striping Service and Supply, LLC. | \$23,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$26,610.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Vetted Security Solutions         | \$22,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Striping Service and Supply, LLC. | \$23,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$26,610.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Vetted Security Solutions         | \$22,590.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Striping Service and Supply, LLC. | \$24,350.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$26,610.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Speed Board

**Item:** 331, K&K Systems, LTER12, LTER12

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File            | Options File            |
|----------|---------|-------------------|------------|-----------------------|-------------------------|
| Western  | Primary | K&K Systems, Inc. | \$5,254.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | K&K Systems, Inc. | \$5,254.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | K&K Systems, Inc. | \$5,254.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | K&K Systems, Inc. | \$5,254.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Speed Board

**Item:** 332, Kustom Signal, Smart, 12

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price      | Build File | Options File |
|----------|---------|----------------------------------|------------|------------|--------------|
| Western  | Primary | Crimson Technology Products, LLC | \$8,176.00 | Build      | Options      |
| Northern | Primary | Crimson Technology Products, LLC | \$8,176.00 | Build      | Options      |
| Central  | Primary | Crimson Technology Products, LLC | \$8,277.00 | Build      | Options      |
| Southern | Primary | Crimson Technology Products, LLC | \$8,395.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Speed Board

**Item:** 333, Ver-Mac, SP-710V, SP-710V

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File            | Options File            |
|----------|---------|------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Federal Contracts Corp | \$10,381.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Federal Contracts Corp | \$10,381.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Federal Contracts Corp | \$10,381.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Federal Contracts Corp | \$10,381.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Roadway Advisory Board: Mobile Speed Board**Item:** 334, Wanco, Compact Radar Speed Trailer, WSDT3-S**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                            | Price       | Build File | Options File |
|----------|-----------|-----------------------------------|-------------|------------|--------------|
| Western  | Primary   | Striping Service and Supply, LLC. | \$10,450.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$12,476.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$13,448.00 | Build      | Options      |
| Northern | Primary   | Striping Service and Supply, LLC. | \$10,450.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$12,476.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$13,448.00 | Build      | Options      |
| Central  | Primary   | Striping Service and Supply, LLC. | \$10,450.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$12,476.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$13,448.00 | Build      | Options      |
| Southern | Primary   | Striping Service and Supply, LLC. | \$10,450.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$12,476.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$13,448.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Speed Board

**Item:** 335, All Traffic Solutions, INC, Shield 12 - with ATS-3 Trailer - No Cloud, 4001809FSA

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price      | Build File | Options File |
|----------|---------|-----------------------------|------------|------------|--------------|
| Western  | Primary | All Traffic Solutions, Inc. | \$8,944.00 | Build      | Options      |
| Northern | Primary | All Traffic Solutions, Inc. | \$8,944.00 | Build      | Options      |
| Central  | Primary | All Traffic Solutions, Inc. | \$8,944.00 | Build      | Options      |
| Southern | Primary | All Traffic Solutions, Inc. | \$8,944.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Speed Board

**Item:** 336, All Traffic Solutions, INC, SpeedAlert 18 - With ATS-3 Trailer - No Cloud, 4001811FSA

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price      | Build File | Options File |
|----------|---------|-----------------------------|------------|------------|--------------|
| Western  | Primary | All Traffic Solutions, Inc. | \$9,940.00 | Build      | Options      |
| Northern | Primary | All Traffic Solutions, Inc. | \$9,940.00 | Build      | Options      |
| Central  | Primary | All Traffic Solutions, Inc. | \$9,940.00 | Build      | Options      |
| Southern | Primary | All Traffic Solutions, Inc. | \$9,940.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader

**Item:** 337, Vetted Security Solutions, ALPR Speed Trailer-STANDARD, VSS-STD-SPD-VLT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price       | Build File | Options File |
|----------|---------|---------------------------|-------------|------------|--------------|
| Western  | Primary | Vetted Security Solutions | \$37,012.00 | Build      | Options      |
| Northern | Primary | Vetted Security Solutions | \$37,012.00 | Build      | Options      |
| Central  | Primary | Vetted Security Solutions | \$37,012.00 | Build      | Options      |
| Southern | Primary | Vetted Security Solutions | \$37,012.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

**Item:** 338, AMSIG, T815, T815

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price      | Build File | Options File |
|----------|---------|----------------------------------|------------|------------|--------------|
| Western  | Primary | Crimson Technology Products, LLC | \$4,940.00 | Build      | Options      |
| Northern | Primary | Crimson Technology Products, LLC | \$4,940.00 | Build      | Options      |
| Central  | Primary | Crimson Technology Products, LLC | \$5,152.00 | Build      | Options      |
| Southern | Primary | Crimson Technology Products, LLC | \$5,422.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

**Item:** 339, K&K Systems, AT154896, AT154896

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File            | Options File            |
|----------|---------|-------------------|------------|-----------------------|-------------------------|
| Western  | Primary | K&K Systems, Inc. | \$4,455.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | K&K Systems, Inc. | \$4,455.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | K&K Systems, Inc. | \$4,455.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | K&K Systems, Inc. | \$4,455.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

**Item:** 340, Traffix Device, Scorpion II Trailer Attenuator with Mobile Traffic Advisory / Directional Signal Board, 10002-TL3M-12TA

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                            | Price       | Build File | Options File |
|----------|---------|-----------------------------------|-------------|------------|--------------|
| Western  | Primary | Striping Service and Supply, LLC. | \$38,950.00 | Build      | Options      |
| Northern | Primary | Striping Service and Supply, LLC. | \$38,950.00 | Build      | Options      |
| Central  | Primary | Striping Service and Supply, LLC. | \$38,950.00 | Build      | Options      |
| Southern | Primary | Striping Service and Supply, LLC. | \$39,450.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

**Item:** 341, Ver-Mac, ST-4825, ST-4825

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price      | Build File | Options File |
|----------|---------|------------------------|------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$7,459.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$7,459.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$7,459.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$7,459.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board**Item:** 342, Wanco, WECO Arrow Board Trailer, WTSP55-LSA**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                            | Price      | Build File | Options File |
|----------|-----------|-----------------------------------|------------|------------|--------------|
| Western  | Primary   | Striping Service and Supply, LLC. | \$5,968.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$6,602.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$6,759.00 | Build      | Options      |
| Northern | Primary   | Striping Service and Supply, LLC. | \$5,968.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$6,602.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$6,759.00 | Build      | Options      |
| Central  | Primary   | Striping Service and Supply, LLC. | \$5,968.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$6,602.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$6,759.00 | Build      | Options      |
| Southern | Primary   | Striping Service and Supply, LLC. | \$6,250.00 | Build      | Options      |
|          | Alternate | Vetted Security Solutions         | \$6,602.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$6,759.00 | Build      | Options      |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board**Item:** 343, Wanco, Metro Matrix Message Board Trailer, WVTMM-L**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                            | Price       | Build File | Options File |
|----------|-----------|-----------------------------------|-------------|------------|--------------|
| Western  | Primary   | Vetted Security Solutions         | \$19,600.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$19,950.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$22,100.00 | Build      | Options      |
| Northern | Primary   | Vetted Security Solutions         | \$19,600.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$19,950.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$22,100.00 | Build      | Options      |
| Central  | Primary   | Vetted Security Solutions         | \$19,600.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$19,950.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$22,100.00 | Build      | Options      |
| Southern | Primary   | Vetted Security Solutions         | \$19,600.00 | Build      | Options      |
|          | Alternate | Striping Service and Supply, LLC. | \$20,250.00 | Build      | Options      |
|          | Alternate | Jet-Vac Equipment Company, LLC    | \$22,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 344, Bomag, BW177D-5, BW177D-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price        | Build File | Options File |
|----------|---------|-----------------------------|--------------|------------|--------------|
| Western  | Primary | Linder Industrial Machinery | \$118,500.00 | Build      | Options      |
| Northern | Primary | Linder Industrial Machinery | \$118,500.00 | Build      | Options      |
| Central  | Primary | Linder Industrial Machinery | \$118,500.00 | Build      | Options      |
| Southern | Primary | Linder Industrial Machinery | \$118,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 345, Caterpillar, CS44, CS44

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$146,209.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$146,209.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$146,209.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$145,623.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 346, Hyundai, HR140C, HR140C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$195,187.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$195,187.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$195,187.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$195,187.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 347, Sakai, SV544, SV544

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$137,052.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$137,052.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$137,052.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$137,052.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 348, Case, SV207E, SV207E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File | Options File |
|----------|---------|-------------------------------------|--------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$124,488.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$124,488.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$124,488.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$124,488.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 349, Volvo, SD75B Single Drum Roller, SD75B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$104,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Compaction Roller 30,000 lbs. - Single Drum

**Item:** 350, Hamm, HC70i Single Drum Vibratory Roller, HC70i

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File            | Options File            |
|----------|---------|----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Dobbs Equipment, LLC | \$120,975.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Dobbs Equipment, LLC | \$120,975.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Dobbs Equipment, LLC | \$120,975.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Dobbs Equipment, LLC | \$120,975.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 351, Bomag, BW190AD-5, BW190AD-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price        | Build File | Options File |
|----------|---------|-----------------------------|--------------|------------|--------------|
| Western  | Primary | Linder Industrial Machinery | \$196,400.00 | Build      | Options      |
| Northern | Primary | Linder Industrial Machinery | \$196,400.00 | Build      | Options      |
| Central  | Primary | Linder Industrial Machinery | \$196,400.00 | Build      | Options      |
| Southern | Primary | Linder Industrial Machinery | \$196,400.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 352, Caterpillar, CB13, CB13

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$194,255.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$194,255.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$194,255.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$186,671.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 353, Dynapac, CC5200VI, CC5200VI

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$179,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$179,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$179,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$179,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 354, Hamm, HD+90iVV, HD+90iVV

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File            | Options File            |
|----------|---------|----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Dobbs Equipment, LLC | \$170,100.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Dobbs Equipment, LLC | \$170,100.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Dobbs Equipment, LLC | \$170,100.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Dobbs Equipment, LLC | \$170,100.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 355, Sakai, SW884, SW884

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$178,306.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$178,306.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$178,306.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$178,306.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 356, Volvo, DD120, DD120

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$165,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$165,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$165,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$165,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

**Item:** 357, Case, DV209D, DV209D

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price        | Build File            | Options File            |
|----------|---------|-------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$170,922.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$170,922.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$170,922.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$170,922.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

**Item:** 358, Bomag, BW120SL-5, BW120SL-5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | Linder Industrial Machinery | \$51,000.00 | Build      | Options      |
| Northern | Primary | Linder Industrial Machinery | \$51,000.00 | Build      | Options      |
| Central  | Primary | Linder Industrial Machinery | \$51,000.00 | Build      | Options      |
| Southern | Primary | Linder Industrial Machinery | \$51,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

**Item:** 359, Caterpillar, CB2.7, CB2.7

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$64,963.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$64,963.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$64,963.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$60,845.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

**Item:** 360, Dynapac, CC1200VI, CC1200VI

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$47,500.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$47,500.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$47,500.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$47,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

**Item:** 361, Hamm, HD12-VV, HD12-VV

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price       | Build File | Options File |
|----------|---------|----------------------|-------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$48,100.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$48,100.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$48,100.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$48,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

**Item:** 362, Volvo, DD25, DD25

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$48,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$48,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$48,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$48,000.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

**Item:** 363, Case, DV26E, DV26E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                              | Price       | Build File | Options File |
|----------|---------|-------------------------------------|-------------|------------|--------------|
| Western  | Primary | Innovative Equipment Services 2 LLC | \$55,222.00 | Build      | Options      |
| Northern | Primary | Innovative Equipment Services 2 LLC | \$55,222.00 | Build      | Options      |
| Central  | Primary | Innovative Equipment Services 2 LLC | \$55,222.00 | Build      | Options      |
| Southern | Primary | Innovative Equipment Services 2 LLC | \$55,222.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 364, PipeHunter, VacHunter Combo, 101035 PH8C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price        | Build File            | Options File            |
|----------|---------|-------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Texas Underground | \$335,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Underground | \$335,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Underground | \$335,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Underground | \$335,000.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 365, Obrien, 7018-SC, 7018-SC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price       | Build File            | Options File            |
|----------|---------|---------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Pat`s Pump & Blower | \$97,845.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Pat`s Pump & Blower | \$97,845.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Pat`s Pump & Blower | \$97,845.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Pat`s Pump & Blower | \$97,845.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 366, Sewer Equipment Co. of America, 747-FR2000, 747-FR2000

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price       | Build File | Options File |
|----------|---------|--------------------------------|-------------|------------|--------------|
| Western  | Primary | Jet-Vac Equipment Company, LLC | \$99,556.00 | Build      | Options      |
| Northern | Primary | Jet-Vac Equipment Company, LLC | \$99,556.00 | Build      | Options      |
| Central  | Primary | Jet-Vac Equipment Company, LLC | \$99,556.00 | Build      | Options      |
| Southern | Primary | Jet-Vac Equipment Company, LLC | \$99,556.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 367, Vac-Con, VecJet, VJ750

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price       | Build File | Options File |
|----------|---------|--------------------------------|-------------|------------|--------------|
| Western  | Primary | Southern Sewer Equipment Sales | \$93,754.00 | Build      | Options      |
| Northern | Primary | Southern Sewer Equipment Sales | \$93,754.00 | Build      | Options      |
| Central  | Primary | Southern Sewer Equipment Sales | \$93,754.00 | Build      | Options      |
| Southern | Primary | Southern Sewer Equipment Sales | \$93,754.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 368, Vactor, RamJet, 4018

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price       | Build File | Options File |
|----------|---------|------------------------------------|-------------|------------|--------------|
| Western  | Primary | Environmental Products Group, Inc. | \$89,272.00 | Build      | Options      |
| Northern | Primary | Environmental Products Group, Inc. | \$89,272.00 | Build      | Options      |
| Central  | Primary | Environmental Products Group, Inc. | \$89,272.00 | Build      | Options      |
| Southern | Primary | Environmental Products Group, Inc. | \$89,272.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 369, Harben, DTK 375 E-180 (Manual), DTK 375 E-180 (Manual)

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price       | Build File | Options File |
|----------|---------|--------------------------------|-------------|------------|--------------|
| Western  | Primary | Jet-Vac Equipment Company, LLC | \$64,293.00 | Build      | Options      |
| Northern | Primary | Jet-Vac Equipment Company, LLC | \$64,293.00 | Build      | Options      |
| Central  | Primary | Jet-Vac Equipment Company, LLC | \$64,293.00 | Build      | Options      |
| Southern | Primary | Jet-Vac Equipment Company, LLC | \$64,293.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 370, GAPVAX, G7 Jetter, G-Jet

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price        | Build File | Options File |
|----------|---------|-------------------|--------------|------------|--------------|
| Western  | Primary | Evervac Equipment | \$234,990.00 | Build      | Options      |
| Northern | Primary | Evervac Equipment | \$234,990.00 | Build      | Options      |
| Central  | Primary | Evervac Equipment | \$234,990.00 | Build      | Options      |
| Southern | Primary | Evervac Equipment | \$234,990.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaner: Trailer Mounted Sewer Cleaner

**Item:** 371, PipeHunter, 700 Gallon Tandem Trailer Jetter, 3744

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File | Options File |
|----------|---------|-------------------|-------------|------------|--------------|
| Western  | Primary | Texas Underground | \$83,975.00 | Build      | Options      |
| Northern | Primary | Texas Underground | \$83,975.00 | Build      | Options      |
| Central  | Primary | Texas Underground | \$83,975.00 | Build      | Options      |
| Southern | Primary | Texas Underground | \$83,975.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 372, Aquatech, B-10, B-10

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File | Options File |
|----------|---------|---------------------|--------------|------------|--------------|
| Western  | Primary | Pat`s Pump & Blower | \$331,000.00 | Build      | Options      |
| Northern | Primary | Pat`s Pump & Blower | \$331,000.00 | Build      | Options      |
| Central  | Primary | Pat`s Pump & Blower | \$331,000.00 | Build      | Options      |
| Southern | Primary | Pat`s Pump & Blower | \$331,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 374, Sewer Equipment Co. of America, 900 ECO-12YD, 900 ECO-12YD

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price        | Build File | Options File |
|----------|---------|--------------------------------|--------------|------------|--------------|
| Western  | Primary | Jet-Vac Equipment Company, LLC | \$362,453.00 | Build      | Options      |
| Northern | Primary | Jet-Vac Equipment Company, LLC | \$362,453.00 | Build      | Options      |
| Central  | Primary | Jet-Vac Equipment Company, LLC | \$362,453.00 | Build      | Options      |
| Southern | Primary | Jet-Vac Equipment Company, LLC | \$362,453.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 375, Super Products, Camel Max, 1200

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                  | Price        | Build File | Options File |
|----------|---------|-----------------------------------------|--------------|------------|--------------|
| Western  | Primary | Container Systems & Equipment Co., Inc. | \$364,118.00 | Build      | Options      |
| Northern | Primary | Container Systems & Equipment Co., Inc. | \$364,118.00 | Build      | Options      |
| Central  | Primary | Container Systems & Equipment Co., Inc. | \$364,118.00 | Build      | Options      |
| Southern | Primary | Container Systems & Equipment Co., Inc. | \$364,118.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 376, Vacall, AJV1010, AJV1010

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$271,085.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$271,085.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$271,085.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$271,085.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 377, Vac-Con, V311HN/1000, V311HN/1000

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price        | Build File | Options File |
|----------|---------|--------------------------------|--------------|------------|--------------|
| Western  | Primary | Southern Sewer Equipment Sales | \$293,720.00 | Build      | Options      |
| Northern | Primary | Southern Sewer Equipment Sales | \$293,720.00 | Build      | Options      |
| Central  | Primary | Southern Sewer Equipment Sales | \$293,720.00 | Build      | Options      |
| Southern | Primary | Southern Sewer Equipment Sales | \$293,720.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 378, Vac-Con, VPD4211SHAE, VPD4211SHAE

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price        | Build File | Options File |
|----------|---------|--------------------------------|--------------|------------|--------------|
| Western  | Primary | Southern Sewer Equipment Sales | \$375,531.00 | Build      | Options      |
| Northern | Primary | Southern Sewer Equipment Sales | \$375,531.00 | Build      | Options      |
| Central  | Primary | Southern Sewer Equipment Sales | \$375,531.00 | Build      | Options      |
| Southern | Primary | Southern Sewer Equipment Sales | \$375,531.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

**Item:** 379, Vactor, 2100I, 2100I

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File | Options File |
|----------|---------|------------------------------------|--------------|------------|--------------|
| Western  | Primary | Environmental Products Group, Inc. | \$342,407.00 | Build      | Options      |
| Northern | Primary | Environmental Products Group, Inc. | \$342,407.00 | Build      | Options      |
| Central  | Primary | Environmental Products Group, Inc. | \$342,407.00 | Build      | Options      |
| Southern | Primary | Environmental Products Group, Inc. | \$342,407.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 380, ARI-HETRA, Brake Hub Removal Jack, WS-18-HR

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File | Options File |
|----------|---------|-------------------|------------|------------|--------------|
| Western  | Primary | ARI Phoenix, Inc. | \$5,131.00 | Build      | Options      |
| Northern | Primary | ARI Phoenix, Inc. | \$5,131.00 | Build      | Options      |
| Central  | Primary | ARI Phoenix, Inc. | \$5,131.00 | Build      | Options      |
| Southern | Primary | ARI Phoenix, Inc. | \$5,131.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 381, ARI-HETRA, Floor Jack, WS-16124

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File            | Options File            |
|----------|---------|-------------------|------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$4,060.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$4,060.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$4,060.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$4,060.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 382, ARI-HETRA, King Pin Press, WS-KPP143

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File | Options File |
|----------|---------|-------------------|------------|------------|--------------|
| Western  | Primary | ARI Phoenix, Inc. | \$8,706.00 | Build      | Options      |
| Northern | Primary | ARI Phoenix, Inc. | \$8,706.00 | Build      | Options      |
| Central  | Primary | ARI Phoenix, Inc. | \$8,706.00 | Build      | Options      |
| Southern | Primary | ARI Phoenix, Inc. | \$8,706.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 383, ARI-HETRA, On Vehicle Brake Lathe, WS-BL44

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$21,443.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$21,443.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$21,443.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$21,443.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 384, ARI-HETRA, Tire Changer, WS-12645

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$19,908.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$19,908.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$19,908.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$19,908.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 385, ARI-HETRA, Tire Inflation Cage, WS-35026

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File | Options File |
|----------|---------|-------------------|------------|------------|--------------|
| Western  | Primary | ARI Phoenix, Inc. | \$7,575.00 | Build      | Options      |
| Northern | Primary | ARI Phoenix, Inc. | \$7,575.00 | Build      | Options      |
| Central  | Primary | ARI Phoenix, Inc. | \$7,575.00 | Build      | Options      |
| Southern | Primary | ARI Phoenix, Inc. | \$7,575.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 386, ARI-HETRA, Wheel Balancer, WS-12890

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$12,654.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$12,654.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$12,654.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$12,654.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shop Tools & Equipment

**Item:** 387, ARI-HETRA, Wheel Dolly, WS-AH20440

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price      | Build File            | Options File            |
|----------|---------|-------------------|------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$4,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$4,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$4,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$4,391.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Shredder: Mobile Shredder

**Item:** 389, Tana Shark, 440D, 440D

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price          | Build File | Options File |
|----------|---------|---------------------------|----------------|------------|--------------|
| Western  | Primary | Humdinger Equipment, Ltd. | \$1,131,095.00 | Build      | Options      |
| Northern | Primary | Humdinger Equipment, Ltd. | \$1,131,095.00 | Build      | Options      |
| Central  | Primary | Humdinger Equipment, Ltd. | \$1,131,095.00 | Build      | Options      |
| Southern | Primary | Humdinger Equipment, Ltd. | \$1,131,095.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Solid Waste Material Handler: Wheeled Type

**Item:** 390, Caterpillar, MH3022, MH3022

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$366,308.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$366,308.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$366,308.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$338,648.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Solid Waste Material Handler: Wheeled Type

**Item:** 392, Volvo, EW240E MH, EW240E MH

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$442,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$442,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$442,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$442,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Solid Waste Material Handler: Wheeled Type

**Item:** 393, Hyundai, HW250AMH, HW250AMH

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                          | Price        | Build File | Options File |
|----------|---------|---------------------------------|--------------|------------|--------------|
| Western  | Primary | National Equipment Dealers, LLC | \$393,050.00 | Build      | Options      |
| Northern | Primary | National Equipment Dealers, LLC | \$393,050.00 | Build      | Options      |
| Central  | Primary | National Equipment Dealers, LLC | \$393,050.00 | Build      | Options      |
| Southern | Primary | National Equipment Dealers, LLC | \$393,050.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Solid Waste Material Handler: Wheeled Type

**Item:** 394, Liebherr, LH24M, LH24M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$485,530.00 | Build      | Options      |
| Northern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$485,530.00 | Build      | Options      |
| Central  | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$485,530.00 | Build      | Options      |
| Southern | Primary | GREAT SOUTHERN EQUIPMENT, LLC | \$485,530.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Stump Cutter

**Item:** 396, Toro, STX 38, STX 38

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$36,500.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$36,500.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$36,500.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$36,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Stump Cutter

**Item:** 397, Vermeer, SC362, SC362

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$28,696.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$28,696.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$28,696.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$28,696.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

**Item:** 398, Elgin Pelican, NP, Elgin Pelican

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File            | Options File            |
|----------|---------|------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Environmental Products Group, Inc. | \$282,087.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Environmental Products Group, Inc. | \$282,087.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Environmental Products Group, Inc. | \$282,087.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Environmental Products Group, Inc. | \$282,087.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

**Item:** 399, Global, R3, R3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price        | Build File | Options File |
|----------|---------|--------------------------------|--------------|------------|--------------|
| Western  | Primary | Southern Sewer Equipment Sales | \$263,903.00 | Build      | Options      |
| Northern | Primary | Southern Sewer Equipment Sales | \$263,903.00 | Build      | Options      |
| Central  | Primary | Southern Sewer Equipment Sales | \$263,903.00 | Build      | Options      |
| Southern | Primary | Southern Sewer Equipment Sales | \$263,903.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

**Item:** 400, Global, M3, M3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                         | Price        | Build File | Options File |
|----------|---------|--------------------------------|--------------|------------|--------------|
| Western  | Primary | Southern Sewer Equipment Sales | \$240,126.00 | Build      | Options      |
| Northern | Primary | Southern Sewer Equipment Sales | \$240,126.00 | Build      | Options      |
| Central  | Primary | Southern Sewer Equipment Sales | \$240,126.00 | Build      | Options      |
| Southern | Primary | Southern Sewer Equipment Sales | \$240,126.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Cabover Mechanical Broom Street Sweeper

**Item:** 401, Bucher Municipal, E35m, E35m

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File | Options File |
|----------|---------|---------------------|--------------|------------|--------------|
| Western  | Primary | Pat`s Pump & Blower | \$441,920.00 | Build      | Options      |
| Northern | Primary | Pat`s Pump & Blower | \$441,920.00 | Build      | Options      |
| Central  | Primary | Pat`s Pump & Blower | \$441,920.00 | Build      | Options      |
| Southern | Primary | Pat`s Pump & Blower | \$441,920.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Cabover Mechanical Broom Street Sweeper

**Item:** 402, Elgin, Eagle, Eagle

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File | Options File |
|----------|---------|------------------------------------|--------------|------------|--------------|
| Western  | Primary | Environmental Products Group, Inc. | \$437,132.00 | Build      | Options      |
| Northern | Primary | Environmental Products Group, Inc. | \$437,132.00 | Build      | Options      |
| Central  | Primary | Environmental Products Group, Inc. | \$437,132.00 | Build      | Options      |
| Southern | Primary | Environmental Products Group, Inc. | \$437,132.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Cabover Mechanical Broom Street Sweeper

**Item:** 403, Schwarze Industries, M6 Avalanche, M6 Avalanche

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                            | Price        | Build File | Options File |
|----------|---------|-----------------------------------|--------------|------------|--------------|
| Western  | Primary | Industrial Truck & Equipment, LLC | \$470,272.00 | Build      | Options      |
| Northern | Primary | Industrial Truck & Equipment, LLC | \$470,272.00 | Build      | Options      |
| Central  | Primary | Industrial Truck & Equipment, LLC | \$470,272.00 | Build      | Options      |
| Southern | Primary | Industrial Truck & Equipment, LLC | \$470,272.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Compact Air Sweeper - 2.3 cubic yd.

**Item:** 404, Bucher Municipal, 5006, 5006

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File            | Options File            |
|----------|---------|---------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Pat`s Pump & Blower | \$212,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Pat`s Pump & Blower | \$212,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Pat`s Pump & Blower | \$212,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Pat`s Pump & Blower | \$212,930.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Compact Air Sweeper - 2.3 cubic yd.

**Item:** 405, Dulevo, D3 Sweeper, D3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price        | Build File | Options File |
|----------|---------|------------------------------------------|--------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$190,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$190,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$190,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$190,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Compact Air Sweeper - 2.3 cubic yd.

**Item:** 406, Excelway, B200, B200

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File            | Options File            |
|----------|---------|------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Environmental Products Group, Inc. | \$252,269.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Environmental Products Group, Inc. | \$252,269.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Environmental Products Group, Inc. | \$252,269.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Environmental Products Group, Inc. | \$252,269.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Regenerative Air Street Sweeper

**Item:** 407, Bucher Municipal, R65, R65

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File | Options File |
|----------|---------|---------------------|--------------|------------|--------------|
| Western  | Primary | Pat`s Pump & Blower | \$402,194.00 | Build      | Options      |
| Northern | Primary | Pat`s Pump & Blower | \$402,194.00 | Build      | Options      |
| Central  | Primary | Pat`s Pump & Blower | \$402,194.00 | Build      | Options      |
| Southern | Primary | Pat`s Pump & Blower | \$402,194.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Regenerative Air Street Sweeper

**Item:** 408, Elgin, Crosswind J Plus, Crosswind J Plus

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                             | Price        | Build File            | Options File            |
|----------|---------|------------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Environmental Products Group, Inc. | \$362,459.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Environmental Products Group, Inc. | \$362,459.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Environmental Products Group, Inc. | \$362,459.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Environmental Products Group, Inc. | \$362,459.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Regenerative Air Street Sweeper

**Item:** 409, Tymco, 600, 600

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                  | Price        | Build File | Options File |
|----------|---------|-----------------------------------------|--------------|------------|--------------|
| Western  | Primary | Container Systems & Equipment Co., Inc. | \$325,375.00 | Build      | Options      |
| Northern | Primary | Container Systems & Equipment Co., Inc. | \$325,375.00 | Build      | Options      |
| Central  | Primary | Container Systems & Equipment Co., Inc. | \$325,375.00 | Build      | Options      |
| Southern | Primary | Container Systems & Equipment Co., Inc. | \$325,375.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Regenerative Air Street Sweeper

**Item:** 410, Schwarze Industries, A7 Tornado, A7 Tornado

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                            | Price        | Build File            | Options File            |
|----------|---------|-----------------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Industrial Truck & Equipment, LLC | \$333,090.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Industrial Truck & Equipment, LLC | \$333,090.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Industrial Truck & Equipment, LLC | \$333,090.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Industrial Truck & Equipment, LLC | \$333,090.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Regenerative Air Street Sweeper

**Item:** 411, Schwarze Industries, A8 Twister, A8 Twister

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                            | Price        | Build File | Options File |
|----------|---------|-----------------------------------|--------------|------------|--------------|
| Western  | Primary | Industrial Truck & Equipment, LLC | \$417,423.00 | Build      | Options      |
| Northern | Primary | Industrial Truck & Equipment, LLC | \$417,423.00 | Build      | Options      |
| Central  | Primary | Industrial Truck & Equipment, LLC | \$417,423.00 | Build      | Options      |
| Southern | Primary | Industrial Truck & Equipment, LLC | \$417,423.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Regenerative Air Street Sweeper

**Item:** 412, Schwarze Industries, A9 Monsoon, A9 Monsoon

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                            | Price        | Build File | Options File |
|----------|---------|-----------------------------------|--------------|------------|--------------|
| Western  | Primary | Industrial Truck & Equipment, LLC | \$360,006.00 | Build      | Options      |
| Northern | Primary | Industrial Truck & Equipment, LLC | \$360,006.00 | Build      | Options      |
| Central  | Primary | Industrial Truck & Equipment, LLC | \$360,006.00 | Build      | Options      |
| Southern | Primary | Industrial Truck & Equipment, LLC | \$360,006.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Self-Propelled Hydrostatic Broom

**Item:** 413, Broce, 350 Broom, 350 Broom

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$80,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$80,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$80,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$80,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Self-Propelled Hydrostatic Broom

**Item:** 414, Holder, S100, S100

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$199,538.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$199,538.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$199,538.00 | Build      | Options      |
| Southern | Primary | Federal Contracts Corp | \$199,538.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Self-Propelled Hydrostatic Broom

**Item:** 415, LeeBoy, RB-50, RB-50

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price       | Build File | Options File |
|----------|---------|----------------------|-------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$81,600.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$81,600.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$81,600.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$81,600.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Self-Propelled Hydrostatic Broom

**Item:** 416, Superior Broom, DT74, DT74

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | Linder Industrial Machinery | \$81,500.00 | Build      | Options      |
| Northern | Primary | Linder Industrial Machinery | \$81,500.00 | Build      | Options      |
| Central  | Primary | Linder Industrial Machinery | \$81,500.00 | Build      | Options      |
| Southern | Primary | Linder Industrial Machinery | \$81,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Sweeper: Self-Propelled Hydrostatic Broom

**Item:** 417, Smith Challenger, SCM400, SCM400

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$139,003.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$139,003.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$139,003.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$147,522.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tactical Vehicle: Skid Steer Mounted (The Rook)

**Item:** 418, Caterpillar, 299D3 with Rook Option, 299D3 with Rook Option

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$442,400.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$442,400.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$442,400.00 | Build      | Options      |
| Southern | Primary | Ring Power Corporation | \$442,400.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tool Carrier: Hydrostatic Drive

**Item:** 419, Alamo Group, Mantis, 155B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File            | Options File            |
|----------|---------|-----------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | Alamo Group Texas LLC | \$190,484.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Alamo Group Texas LLC | \$190,484.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Alamo Group Texas LLC | \$190,484.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Alamo Group Texas LLC | \$190,484.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tool Carrier: Hydrostatic Drive

**Item:** 420, Energreen America, Kommunal, Kommunal

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File | Options File |
|----------|---------|-----------------------|--------------|------------|--------------|
| Western  | Primary | Energreen America Inc | \$234,681.00 | Build      | Options      |
| Northern | Primary | Energreen America Inc | \$234,681.00 | Build      | Options      |
| Central  | Primary | Energreen America Inc | \$234,681.00 | Build      | Options      |
| Southern | Primary | Energreen America Inc | \$234,681.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tool Carrier: Hydrostatic Drive

**Item:** 421, MowerMax, Tool Carrier, MMB22

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File            | Options File            |
|----------|---------|---------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | ATMAX Equipment Co. | \$192,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ATMAX Equipment Co. | \$192,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ATMAX Equipment Co. | \$192,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ATMAX Equipment Co. | \$192,950.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Agriculture Tractor - 4x2

**Item:** 423, Case IH, FARMALL, 100C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File            | Options File            |
|----------|---------|-----------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Glade & Grove Supply Co LLC | \$67,572.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Glade & Grove Supply Co LLC | \$67,372.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Glade & Grove Supply Co LLC | \$66,972.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Glade & Grove Supply Co LLC | \$66,972.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Agriculture Tractor - 4x2

**Item:** 424, John Deere, 5105M, 5105M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor   | Price       | Build File | Options File |
|----------|---------|----------|-------------|------------|--------------|
| Western  |         |          |             |            |              |
| Northern |         |          |             |            |              |
| Central  | Primary | EFE, INC | \$63,500.00 | Build      | Options      |
| Southern | Primary | EFE, INC | \$63,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Agriculture Tractor - 4x2

**Item:** 425, Kubota, M5-111, M5-111

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$47,431.00 | Build      | Options      |
| Northern | Primary   | Florida Coast Equipment, Inc. | \$45,458.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$46,931.00 | Build      | Options      |
| Central  | Primary   | Florida Coast Equipment, Inc. | \$45,458.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$46,931.00 | Build      | Options      |
| Southern | Primary   | Florida Coast Equipment, Inc. | \$45,458.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$47,181.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Agriculture Tractor - 4x2

**Item:** 426, Massey Ferguson, Tractor, MF4709

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                 | Price       | Build File | Options File |
|----------|-----------|------------------------|-------------|------------|--------------|
| Western  | Primary   | Ring Power Corporation | \$51,204.00 | Build      | Options      |
| Northern | Primary   | Ring Power Corporation | \$51,204.00 | Build      | Options      |
| Central  | Primary   | Kelly Tractor Co       | \$49,385.00 | Build      | Options      |
|          | Alternate | Ring Power Corporation | \$51,204.00 | Build      | Options      |
| Southern | Primary   | Kelly Tractor Co       | \$49,385.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Agriculture Tractor - 4x2

**Item:** 427, New Holland, Powerstar, 100

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | Glade & Grove Supply Co LLC | \$68,940.00 | Build      | Options      |
| Northern | Primary | Glade & Grove Supply Co LLC | \$68,740.00 | Build      | Options      |
| Central  | Primary | Glade & Grove Supply Co LLC | \$68,340.00 | Build      | Options      |
| Southern | Primary | Glade & Grove Supply Co LLC | \$68,340.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Compact Articulating Tractor - AWD

**Item:** 429, Avant, 528, 528

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$47,000.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$47,000.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$47,000.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$47,000.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Small Agriculture Tractor - 4x4

**Item:** 431, Bobcat, CT2035, CT2035

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Clark Equipment Company | \$20,907.00 | Build      | Options      |
| Northern | Primary | Clark Equipment Company | \$20,907.00 | Build      | Options      |
| Central  | Primary | Clark Equipment Company | \$20,907.00 | Build      | Options      |
| Southern | Primary | Clark Equipment Company | \$20,907.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Small Agriculture Tractor - 4x4

**Item:** 432, Case IH, FARMALL, 35C

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | Glade & Grove Supply Co LLC | \$27,611.00 | Build      | Options      |
| Northern | Primary | Glade & Grove Supply Co LLC | \$27,411.00 | Build      | Options      |
| Central  | Primary | Glade & Grove Supply Co LLC | \$27,011.00 | Build      | Options      |
| Southern | Primary | Glade & Grove Supply Co LLC | \$27,011.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Small Agriculture Tractor - 4x4

**Item:** 433, John Deere, 3035D, 3035D

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor   | Price       | Build File | Options File |
|----------|---------|----------|-------------|------------|--------------|
| Western  |         |          |             |            |              |
| Northern |         |          |             |            |              |
| Central  | Primary | EFE, INC | \$21,750.00 | Build      | Options      |
| Southern | Primary | EFE, INC | \$21,750.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Small Agriculture Tractor - 4x4

**Item:** 434, Kubota, L3902 DT, L3902 DT

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                        | Price       | Build File | Options File |
|----------|-----------|-------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$21,750.00 | Build      | Options      |
| Northern | Primary   | RIDGE EQUIPMENT CO., INC.     | \$21,250.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$21,251.00 | Build      | Options      |
| Central  | Primary   | RIDGE EQUIPMENT CO., INC.     | \$21,100.00 | Build      | Options      |
|          | Alternate | Florida Coast Equipment, Inc. | \$21,251.00 | Build      | Options      |
| Southern | Primary   | Florida Coast Equipment, Inc. | \$21,251.00 | Build      | Options      |
|          | Alternate | RIDGE EQUIPMENT CO., INC.     | \$21,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Small Agriculture Tractor - 4x4

**Item:** 435, Massey Ferguson, MF1840E, MF1840E

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File | Options File |
|----------|---------|------------------|-------------|------------|--------------|
| Western  |         |                  |             |            |              |
| Northern |         |                  |             |            |              |
| Central  | Primary | Kelly Tractor Co | \$24,806.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co | \$24,806.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Small Agriculture Tractor - 4x4

**Item:** 436, New Holland, Boomer, 35

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price       | Build File | Options File |
|----------|---------|-----------------------------|-------------|------------|--------------|
| Western  | Primary | Glade & Grove Supply Co LLC | \$29,365.00 | Build      | Options      |
| Northern | Primary | Glade & Grove Supply Co LLC | \$29,165.00 | Build      | Options      |
| Central  | Primary | Glade & Grove Supply Co LLC | \$28,765.00 | Build      | Options      |
| Southern | Primary | Glade & Grove Supply Co LLC | \$28,965.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Tractor with Boom Mower - 4x4

**Item:** 437, Case IH, Maxxum with Motrim Boom Mower, 115

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                      | Price        | Build File | Options File |
|----------|---------|-----------------------------|--------------|------------|--------------|
| Western  |         |                             |              |            |              |
| Northern |         |                             |              |            |              |
| Central  |         |                             |              |            |              |
| Southern | Primary | Glade & Grove Supply Co LLC | \$183,250.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Tractor with Boom Mower - 4x4

**Item:** 438, John Deere, 6120M with Tiger Bengal Boom Mower, 6120M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price        | Build File | Options File |
|----------|---------|----------------------|--------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$216,750.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$216,750.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$216,750.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$216,750.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Tractor with Boom Mower - 4x4

**Item:** 439, John Deere, 6120M Alamo Industrial Mower, 6120M

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File | Options File |
|----------|---------|-----------------------|--------------|------------|--------------|
| Western  | Primary | Alamo Group Texas LLC | \$236,367.00 | Build      | Options      |
| Northern | Primary | Alamo Group Texas LLC | \$236,367.00 | Build      | Options      |
| Central  | Primary | Alamo Group Texas LLC | \$236,367.00 | Build      | Options      |
| Southern | Primary | Alamo Group Texas LLC | \$236,367.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Tractor with Boom Mower - 4x4

**Item:** 440, Kubota, M6S-111 with Terrain King KB2300 Boom Mower, M6S-111

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price        | Build File | Options File |
|----------|---------|-----------------------|--------------|------------|--------------|
| Western  | Primary | Alamo Group Texas LLC | \$191,573.00 | Build      | Options      |
| Northern | Primary | Alamo Group Texas LLC | \$191,573.00 | Build      | Options      |
| Central  | Primary | Alamo Group Texas LLC | \$191,573.00 | Build      | Options      |
| Southern | Primary | Alamo Group Texas LLC | \$191,573.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Tractor: Tractor with Boom Mower - 4x4

**Item:** 441, Massey Ferguson, 6S.145 with Diamond Boom Mower, 6S.145

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                 | Price        | Build File | Options File |
|----------|-----------|------------------------|--------------|------------|--------------|
| Western  | Primary   | Ring Power Corporation | \$239,792.00 | Build      | Options      |
| Northern | Primary   | Ring Power Corporation | \$239,792.00 | Build      | Options      |
| Central  | Primary   | Kelly Tractor Co       | \$236,671.00 | Build      | Options      |
|          | Alternate | Ring Power Corporation | \$239,792.00 | Build      | Options      |
| Southern | Primary   | Kelly Tractor Co       | \$236,671.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

**Item:** 442, Talbert, Talbert AC20, Talbert AC20

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                   | Price       | Build File            | Options File            |
|----------|---------|--------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | All Roads Kenworth, LLC. | \$41,380.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | All Roads Kenworth, LLC. | \$41,380.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | All Roads Kenworth, LLC. | \$41,380.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | All Roads Kenworth, LLC. | \$41,380.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

**Item:** 443, EAGER BEAVER, Eager Beaver 20-XPT Trailer, 20XPT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price       | Build File | Options File |
|----------|---------|----------------------|-------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$29,975.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$29,975.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$29,975.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$29,975.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

**Item:** 444, INTERSTATE TRAILERS, 40DLA, 40DLA

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price       | Build File | Options File |
|----------|-----------|----------------------|-------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$25,995.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$25,995.00 | Build      | Options      |
| Central  | Primary   | Dobbs Equipment, LLC | \$25,995.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co     | \$27,247.00 | Build      | Options      |
| Southern | Primary   | Dobbs Equipment, LLC | \$25,995.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co     | \$27,247.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

**Item:** 445, Big Tex, 4XPH-20+5, 4XPH-20+5

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$43,895.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$43,130.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$43,410.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$43,960.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

**Item:** 446, Texas Trailers, FB2540GVB, FB2540GVB

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$42,105.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$41,340.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$41,620.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$42,170.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR

**Item:** 541, Felling, FT-40-2 LP, FT-40-2 LP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$41,762.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$41,762.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$41,762.00 | Build      | Options      |
| Southern |         |                        |             |            |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 447, Big Tex, 22PH255, 22PH255

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$18,605.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$17,840.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$18,120.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$18,670.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 448, Econoline, BP0821DE, BP0821DE

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price       | Build File            | Options File            |
|----------|---------|---------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | DeLand Truck Center, Inc. | \$12,224.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | DeLand Truck Center, Inc. | \$12,024.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | DeLand Truck Center, Inc. | \$12,024.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | DeLand Truck Center, Inc. | \$12,224.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 449, Felling Trailers, FT-16-2, FT-16-2

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                 | Price       | Build File | Options File |
|----------|-----------|------------------------|-------------|------------|--------------|
| Western  | Primary   | Federal Contracts Corp | \$21,066.00 | Build      | Options      |
| Northern | Primary   | Federal Contracts Corp | \$21,066.00 | Build      | Options      |
| Central  | Primary   | Federal Contracts Corp | \$21,066.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co       | \$22,500.00 | Build      | Options      |
| Southern | Primary   | Kelly Tractor Co       | \$22,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 451, Interstate, 16BST, 16BST

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor               | Price       | Build File | Options File |
|----------|-----------|----------------------|-------------|------------|--------------|
| Western  | Primary   | Dobbs Equipment, LLC | \$19,500.00 | Build      | Options      |
| Northern | Primary   | Dobbs Equipment, LLC | \$19,500.00 | Build      | Options      |
| Central  | Primary   | Dobbs Equipment, LLC | \$19,500.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co     | \$20,900.00 | Build      | Options      |
| Southern | Primary   | Dobbs Equipment, LLC | \$19,500.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co     | \$20,900.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 452, SURE-TRAC, ST102204SDDO-B-150, ST102204SDDO-B-150

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price       | Build File | Options File |
|----------|---------|---------------------------|-------------|------------|--------------|
| Western  | Primary | RIDGE EQUIPMENT CO., INC. | \$14,117.00 | Build      | Options      |
| Northern | Primary | RIDGE EQUIPMENT CO., INC. | \$13,917.00 | Build      | Options      |
| Central  | Primary | RIDGE EQUIPMENT CO., INC. | \$13,667.00 | Build      | Options      |
| Southern | Primary | RIDGE EQUIPMENT CO., INC. | \$14,017.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 453, Texas Trailer, TX85258T, TX85258T

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$17,505.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$16,740.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$17,020.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$17,570.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 454, Towmaster, T-16LP, T-16LP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$32,858.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$32,858.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$32,858.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$29,875.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 455, Trail King, TK20LP, TK20LP

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$27,500.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$27,500.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$27,500.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$27,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

**Item:** 456, XL Specialized Trailers, XL 24 T, XL 24 T

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File            | Options File            |
|----------|---------|------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Kelly Tractor Co | \$53,350.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Kelly Tractor Co | \$53,350.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Kelly Tractor Co | \$52,350.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Kelly Tractor Co | \$52,350.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Detatchable Lowboy Trailer 100,000 lbs. GVWR

**Item:** 458, EAGER BEAVER, Eager Beaver 50-GSL-3 Lowboy, 50-GSL-3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price       | Build File | Options File |
|----------|---------|----------------------|-------------|------------|--------------|
| Western  | Primary | Dobbs Equipment, LLC | \$73,900.00 | Build      | Options      |
| Northern | Primary | Dobbs Equipment, LLC | \$73,900.00 | Build      | Options      |
| Central  | Primary | Dobbs Equipment, LLC | \$73,900.00 | Build      | Options      |
| Southern | Primary | Dobbs Equipment, LLC | \$73,900.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Detatchable Lowboy Trailer 100,000 lbs. GVWR

**Item:** 459, Talbert, Talbert 55HRG, Talbert 55HRG

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                   | Price        | Build File | Options File |
|----------|---------|--------------------------|--------------|------------|--------------|
| Western  | Primary | All Roads Kenworth, LLC. | \$110,295.00 | Build      | Options      |
| Northern | Primary | All Roads Kenworth, LLC. | \$110,295.00 | Build      | Options      |
| Central  | Primary | All Roads Kenworth, LLC. | \$110,295.00 | Build      | Options      |
| Southern | Primary | All Roads Kenworth, LLC. | \$110,295.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

**Item:** 460, Cargo Mate, Blazer, BL716TA2

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                           | Price       | Build File | Options File |
|----------|-----------|----------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIGHT TRAILERS, INC.             | \$10,274.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$10,305.00 | Build      | Options      |
| Northern | Primary   | Texas Trailers Sales and Service | \$9,540.00  | Build      | Options      |
|          | Alternate | RIGHT TRAILERS, INC.             | \$10,124.00 | Build      | Options      |
| Central  | Primary   | Texas Trailers Sales and Service | \$9,820.00  | Build      | Options      |
|          | Alternate | RIGHT TRAILERS, INC.             | \$10,024.00 | Build      | Options      |
| Southern | Primary   | RIGHT TRAILERS, INC.             | \$10,174.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$10,370.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

**Item:** 461, SURE-TRAC, STW8416TA, STW8416TA

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price       | Build File | Options File |
|----------|---------|---------------------------|-------------|------------|--------------|
| Western  | Primary | RIDGE EQUIPMENT CO., INC. | \$10,953.00 | Build      | Options      |
| Northern | Primary | RIDGE EQUIPMENT CO., INC. | \$10,553.00 | Build      | Options      |
| Central  | Primary | RIDGE EQUIPMENT CO., INC. | \$10,453.00 | Build      | Options      |
| Southern | Primary | RIDGE EQUIPMENT CO., INC. | \$10,853.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

**Item:** 462, Wells Cargo, HD Wagon, WHD716T2

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$14,862.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$14,097.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$14,377.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$14,927.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

**Item:** 463, Mission, EZEC7x16, EZEC7x16

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                           | Price       | Build File | Options File |
|----------|-----------|----------------------------------|-------------|------------|--------------|
| Western  | Primary   | Texas Trailers Sales and Service | \$11,695.00 | Build      | Options      |
|          | Alternate | Federal Contracts Corp           | \$12,594.00 | Build      | Options      |
| Northern | Primary   | Texas Trailers Sales and Service | \$10,930.00 | Build      | Options      |
|          | Alternate | Federal Contracts Corp           | \$12,594.00 | Build      | Options      |
| Central  | Primary   | Texas Trailers Sales and Service | \$11,210.00 | Build      | Options      |
|          | Alternate | Federal Contracts Corp           | \$12,594.00 | Build      | Options      |
| Southern | Primary   | Texas Trailers Sales and Service | \$11,760.00 | Build      | Options      |
|          | Alternate | Federal Contracts Corp           | \$12,594.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

**Item:** 464, Express, ECT7X16TA Enclosed Cargo Trailer, ECT7X16TA

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File            | Options File            |
|----------|---------|------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Federal Contracts Corp | \$12,697.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Federal Contracts Corp | \$12,697.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Federal Contracts Corp | \$12,697.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Federal Contracts Corp | \$12,697.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Enclosed Utility Body/Trailer Mounted - 9,990 lbs. GVWR

**Item:** 465, Knapheide, Enclosed Mobile Work Station, KC132

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Knapheide Truck Equipment Center | \$38,151.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Knapheide Truck Equipment Center | \$38,151.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Knapheide Truck Equipment Center | \$38,151.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Knapheide Truck Equipment Center | \$38,151.00 | <a href="#">Build</a> | <a href="#">Options</a> |

**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR**Item:** 466, Pitts, 35-Ton Fixed Neck Lowboy, LB35-33CS**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                    | Price       | Build File | Options File |
|----------|-----------|---------------------------|-------------|------------|--------------|
| Western  | Primary   | Nationwide Haul LLC       | \$36,040.00 | Build      | Options      |
|          | Alternate | DeLand Truck Center, Inc. | \$43,275.00 | Build      | Options      |
| Northern | Primary   | Nationwide Haul LLC       | \$35,786.00 | Build      | Options      |
|          | Alternate | DeLand Truck Center, Inc. | \$43,275.00 | Build      | Options      |
| Central  | Primary   | Nationwide Haul LLC       | \$36,040.00 | Build      | Options      |
|          | Alternate | DeLand Truck Center, Inc. | \$43,275.00 | Build      | Options      |
| Southern | Primary   | Nationwide Haul LLC       | \$36,040.00 | Build      | Options      |
|          | Alternate | DeLand Truck Center, Inc. | \$43,275.00 | Build      | Options      |



**Bid Award**

Item 6.

**Contract:** FSA23-EQU21.0, Equipment**Group:** Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR**Item:** 467, Pitts, LB35-22DC Hydraulic Detachable Trailer, LB35-22DC**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

| Zone     | Rank      | Vendor                    | Price       | Build File            | Options File            |
|----------|-----------|---------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary   | Nationwide Haul LLC       | \$56,084.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | DeLand Truck Center, Inc. | \$58,421.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary   | Nationwide Haul LLC       | \$55,831.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | DeLand Truck Center, Inc. | \$58,421.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary   | Nationwide Haul LLC       | \$56,084.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | DeLand Truck Center, Inc. | \$58,421.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary   | Nationwide Haul LLC       | \$56,084.00 | <a href="#">Build</a> | <a href="#">Options</a> |
|          | Alternate | DeLand Truck Center, Inc. | \$58,421.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR

**Item:** 543, Felling, FT-70-2 MX-L, FT-70-2 MX-L

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Federal Contracts Corp | \$51,925.00 | Build      | Options      |
| Northern | Primary | Federal Contracts Corp | \$51,925.00 | Build      | Options      |
| Central  | Primary | Federal Contracts Corp | \$51,925.00 | Build      | Options      |
| Southern |         |                        |             |            |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR

**Item:** 468, Air Tow Trailers, UT1410 Utility, UT1410

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$21,555.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$20,790.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$21,070.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$21,620.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

**Item:** 469, Felling Trailers, FT-70-2-PL-HT, FT-70-2-PL-HT

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                 | Price       | Build File | Options File |
|----------|-----------|------------------------|-------------|------------|--------------|
| Western  | Primary   | Federal Contracts Corp | \$81,800.00 | Build      | Options      |
| Northern | Primary   | Federal Contracts Corp | \$81,800.00 | Build      | Options      |
| Central  | Primary   | Federal Contracts Corp | \$81,800.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co       | \$91,415.00 | Build      | Options      |
| Southern | Primary   | Kelly Tractor Co       | \$91,415.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

**Item:** 472, Towmaster, T-70HT, T-70HT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price        | Build File | Options File |
|----------|---------|------------------------|--------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$130,736.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$130,736.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$130,736.00 | Build      | Options      |
| Southern | Primary | Kelly Tractor Co       | \$124,100.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

**Item:** 473, Trail King, TK80HT, TK80HT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                                   | Price       | Build File | Options File |
|----------|---------|------------------------------------------|-------------|------------|--------------|
| Western  | Primary | Alta Construction Equipment Florida, LLC | \$99,500.00 | Build      | Options      |
| Northern | Primary | Alta Construction Equipment Florida, LLC | \$99,500.00 | Build      | Options      |
| Central  | Primary | Alta Construction Equipment Florida, LLC | \$99,500.00 | Build      | Options      |
| Southern | Primary | Alta Construction Equipment Florida, LLC | \$99,500.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

**Item:** 474, XL Specialized Trailers, XL 80PT, XL 80PT

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor              | Price        | Build File | Options File |
|----------|-----------|---------------------|--------------|------------|--------------|
| Western  | Primary   | Nationwide Haul LLC | \$104,029.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co    | \$121,740.00 | Build      | Options      |
| Northern | Primary   | Nationwide Haul LLC | \$103,829.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co    | \$121,740.00 | Build      | Options      |
| Central  | Primary   | Nationwide Haul LLC | \$104,029.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co    | \$120,740.00 | Build      | Options      |
| Southern | Primary   | Nationwide Haul LLC | \$104,434.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co    | \$120,740.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

**Item:** 475, Talbert, Talbert 35HT, Talbert 35HT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                   | Price        | Build File            | Options File            |
|----------|---------|--------------------------|--------------|-----------------------|-------------------------|
| Western  | Primary | All Roads Kenworth, LLC. | \$127,496.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | All Roads Kenworth, LLC. | \$127,496.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | All Roads Kenworth, LLC. | \$127,496.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | All Roads Kenworth, LLC. | \$127,496.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Leachate Tanker 6,500 gallons

**Item:** 476, MACLTT, Liquid tank trailer, SRX-6500-1-2-NC

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor              | Price        | Build File | Options File |
|----------|---------|---------------------|--------------|------------|--------------|
| Western  | Primary | Nationwide Haul LLC | \$138,583.00 | Build      | Options      |
| Northern | Primary | Nationwide Haul LLC | \$138,583.00 | Build      | Options      |
| Central  | Primary | Nationwide Haul LLC | \$138,583.00 | Build      | Options      |
| Southern | Primary | Nationwide Haul LLC | \$138,583.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Livestock Trailer - 7,000 lbs. GVWR

**Item:** 477, Delta Trailers, 500ES-16, 500ES-16

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$11,133.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$10,368.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$10,648.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$11,198.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Livestock Trailer - 7,000 lbs. GVWR

**Item:** 478, Frontier Trailers, LIV167LITE, LIV167LITE

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$16,295.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$15,530.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$15,810.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$16,360.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Livestock Trailer - 7,000 lbs. GVWR

**Item:** 479, Texas Trailers, ST1610B, ST1610B

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$16,495.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$15,730.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$16,010.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$16,560.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

**Item:** 480, Big Tex, 14LP-14, 14LP-14

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                           | Price       | Build File | Options File |
|----------|-----------|----------------------------------|-------------|------------|--------------|
| Western  | Primary   | RIGHT TRAILERS, INC.             | \$11,112.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$13,105.00 | Build      | Options      |
| Northern | Primary   | RIGHT TRAILERS, INC.             | \$10,962.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$12,340.00 | Build      | Options      |
| Central  | Primary   | RIGHT TRAILERS, INC.             | \$10,862.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$12,620.00 | Build      | Options      |
| Southern | Primary   | RIGHT TRAILERS, INC.             | \$11,012.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$13,170.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

**Item:** 481, Felling, FT-14 DT HD, FT-14 DT HD

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                 | Price       | Build File | Options File |
|----------|-----------|------------------------|-------------|------------|--------------|
| Western  | Primary   | Federal Contracts Corp | \$21,217.00 | Build      | Options      |
| Northern | Primary   | Federal Contracts Corp | \$21,217.00 | Build      | Options      |
| Central  | Primary   | Federal Contracts Corp | \$21,217.00 | Build      | Options      |
|          | Alternate | Kelly Tractor Co       | \$22,145.00 | Build      | Options      |
| Southern | Primary   | Kelly Tractor Co       | \$22,145.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

**Item:** 482, SURE-TRAC, ST8214HLOD-B-140, ST8214HLOD-B-140

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price       | Build File | Options File |
|----------|---------|---------------------------|-------------|------------|--------------|
| Western  | Primary | RIDGE EQUIPMENT CO., INC. | \$12,583.00 | Build      | Options      |
| Northern | Primary | RIDGE EQUIPMENT CO., INC. | \$12,383.00 | Build      | Options      |
| Central  | Primary | RIDGE EQUIPMENT CO., INC. | \$12,133.00 | Build      | Options      |
| Southern | Primary | RIDGE EQUIPMENT CO., INC. | \$12,483.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

**Item:** 483, Towmaster, T-12HD, T-12HD

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor           | Price       | Build File | Options File |
|----------|---------|------------------|-------------|------------|--------------|
| Western  |         |                  |             |            |              |
| Northern |         |                  |             |            |              |
| Central  |         |                  |             |            |              |
| Southern | Primary | Kelly Tractor Co | \$22,565.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR

**Item:** 484, Polar King Mobile Trailers, PKM612, PKM612

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price       | Build File            | Options File            |
|----------|---------|----------------------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | Texas Trailers Sales and Service | \$37,480.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | Texas Trailers Sales and Service | \$36,715.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | Texas Trailers Sales and Service | \$36,995.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | Texas Trailers Sales and Service | \$37,545.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

**Item:** 485, Big Tex, 70PI-16, 70PI-16

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                           | Price      | Build File | Options File |
|----------|-----------|----------------------------------|------------|------------|--------------|
| Western  | Primary   | RIGHT TRAILERS, INC.             | \$4,767.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$6,400.00 | Build      | Options      |
| Northern | Primary   | RIGHT TRAILERS, INC.             | \$4,617.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$5,600.00 | Build      | Options      |
| Central  | Primary   | RIGHT TRAILERS, INC.             | \$4,517.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$5,900.00 | Build      | Options      |
| Southern | Primary   | RIGHT TRAILERS, INC.             | \$4,667.00 | Build      | Options      |
|          | Alternate | Texas Trailers Sales and Service | \$6,400.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

**Item:** 486, Mission, MLS6.5X16 2.0, MLS6.5X16 2.0

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price      | Build File | Options File |
|----------|---------|----------------------------------|------------|------------|--------------|
| Western  | Primary | Texas Trailers Sales and Service | \$7,095.00 | Build      | Options      |
| Northern | Primary | Texas Trailers Sales and Service | \$6,330.00 | Build      | Options      |
| Central  | Primary | Texas Trailers Sales and Service | \$6,610.00 | Build      | Options      |
| Southern | Primary | Texas Trailers Sales and Service | \$7,160.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

**Item:** 487, Texas Trailers, UT61670GV, UT61670GV

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                           | Price      | Build File | Options File |
|----------|---------|----------------------------------|------------|------------|--------------|
| Western  | Primary | Texas Trailers Sales and Service | \$6,300.00 | Build      | Options      |
| Northern | Primary | Texas Trailers Sales and Service | \$5,500.00 | Build      | Options      |
| Central  | Primary | Texas Trailers Sales and Service | \$5,800.00 | Build      | Options      |
| Southern | Primary | Texas Trailers Sales and Service | \$6,400.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Waste Trailer with Walking Floor

**Item:** 488, East Manufacturing, Unloader, 48FT

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                        | Price        | Build File | Options File |
|----------|---------|-------------------------------|--------------|------------|--------------|
| Western  |         |                               |              |            |              |
| Northern |         |                               |              |            |              |
| Central  | Primary | Rechtien International Trucks | \$105,499.00 | Build      | Options      |
| Southern | Primary | Rechtien International Trucks | \$105,499.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Waste Trailer with Walking Floor

**Item:** 489, Mac Trailer, TNSP48MF, TNSP48MF

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                            | Price        | Build File | Options File |
|----------|-----------|-----------------------------------|--------------|------------|--------------|
| Western  | Primary   | Nationwide Haul LLC               | \$95,656.00  | Build      | Options      |
|          | Alternate | Industrial Truck & Equipment, LLC | \$103,830.00 | Build      | Options      |
| Northern | Primary   | Nationwide Haul LLC               | \$95,606.00  | Build      | Options      |
|          | Alternate | Industrial Truck & Equipment, LLC | \$103,830.00 | Build      | Options      |
| Central  | Primary   | Nationwide Haul LLC               | \$95,606.00  | Build      | Options      |
|          | Alternate | Industrial Truck & Equipment, LLC | \$103,830.00 | Build      | Options      |
| Southern | Primary   | Nationwide Haul LLC               | \$95,861.00  | Build      | Options      |
|          | Alternate | Industrial Truck & Equipment, LLC | \$103,830.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Waste Trailer with Walking Floor

**Item:** 490, Steco, AW048102, AW048102

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                    | Price        | Build File | Options File |
|----------|---------|---------------------------|--------------|------------|--------------|
| Western  | Primary | DeLand Truck Center, Inc. | \$110,821.00 | Build      | Options      |
| Northern | Primary | DeLand Truck Center, Inc. | \$110,821.00 | Build      | Options      |
| Central  | Primary | DeLand Truck Center, Inc. | \$110,821.00 | Build      | Options      |
| Southern | Primary | DeLand Truck Center, Inc. | \$110,821.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trailer: Waste Trailer with Walking Floor

**Item:** 491, Warren Equipment Inc., WMFT-AS, WMFT-AS-48102

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor               | Price       | Build File | Options File |
|----------|---------|----------------------|-------------|------------|--------------|
| Western  | Primary | Warren Equipment Inc | \$99,000.00 | Build      | Options      |
| Northern | Primary | Warren Equipment Inc | \$99,000.00 | Build      | Options      |
| Central  | Primary | Warren Equipment Inc | \$99,000.00 | Build      | Options      |
| Southern | Primary | Warren Equipment Inc | \$99,000.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Transfer Switch: 600 Amp Automatic Transfer Switch

**Item:** 493, ASCO, Series 300, Series 300

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                  | Price      | Build File | Options File |
|----------|-----------|-------------------------|------------|------------|--------------|
| Western  | Primary   | Mid Florida Diesel, Inc | \$5,580.00 | Build      | Options      |
|          | Alternate | Genserve LLC            | \$6,720.00 | Build      | Options      |
|          | Alternate | ACF Standby Systems     | \$7,300.00 | Build      | Options      |
| Northern | Primary   | Mid Florida Diesel, Inc | \$5,580.00 | Build      | Options      |
|          | Alternate | Genserve LLC            | \$6,720.00 | Build      | Options      |
|          | Alternate | ACF Standby Systems     | \$7,300.00 | Build      | Options      |
| Central  | Primary   | Mid Florida Diesel, Inc | \$5,580.00 | Build      | Options      |
|          | Alternate | Genserve LLC            | \$6,720.00 | Build      | Options      |
|          | Alternate | ACF Standby Systems     | \$7,300.00 | Build      | Options      |
| Southern | Primary   | Mid Florida Diesel, Inc | \$5,580.00 | Build      | Options      |
|          | Alternate | Genserve LLC            | \$6,720.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Transfer Switch: 600 Amp Automatic Transfer Switch

**Item:** 494, Caterpillar, CG, CG

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Ring Power Corporation | \$13,400.00 | Build      | Options      |
| Northern | Primary | Ring Power Corporation | \$13,400.00 | Build      | Options      |
| Central  | Primary | Ring Power Corporation | \$13,400.00 | Build      | Options      |
| Southern |         |                        |             |            |              |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Transfer Switch: 600 Amp Automatic Transfer Switch

**Item:** 495, Generac, TX/PSTS-600, TX/PSTS-600

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                | Price      | Build File | Options File |
|----------|---------|-----------------------|------------|------------|--------------|
| Western  | Primary | ACF Standby Systems   | \$7,500.00 | Build      | Options      |
| Northern | Primary | ACF Standby Systems   | \$7,500.00 | Build      | Options      |
| Central  | Primary | ACF Standby Systems   | \$7,500.00 | Build      | Options      |
| Southern | Primary | Genset Services, Inc. | \$7,905.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Transfer Switch: 600 Amp Automatic Transfer Switch

**Item:** 496, Thomson, Auto Transfer Switch, TS 870

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                 | Price       | Build File | Options File |
|----------|---------|------------------------|-------------|------------|--------------|
| Western  | Primary | Tradewinds Power Corp. | \$10,545.00 | Build      | Options      |
| Northern | Primary | Tradewinds Power Corp. | \$10,545.00 | Build      | Options      |
| Central  | Primary | Tradewinds Power Corp. | \$10,545.00 | Build      | Options      |
| Southern | Primary | Tradewinds Power Corp. | \$10,545.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Trencher: Walk Behind Trencher

**Item:** 497, Vermeer, RTX250, RTX250

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$22,511.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$22,511.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$22,511.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$22,511.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Underground Locating Equipment: Ground Penetrating Radar

**Item:** 498, US Radar, Quantaum Imager, Q4300

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price       | Build File | Options File |
|----------|---------|-------------------------|-------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$25,107.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$25,107.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$25,107.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$25,107.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Underground Locating Equipment: Utility Locator

**Item:** 499, Vermeer, Verifier G-3, G-3

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor                  | Price      | Build File | Options File |
|----------|---------|-------------------------|------------|------------|--------------|
| Western  | Primary | Vermeer Southeast Sales | \$5,791.00 | Build      | Options      |
| Northern | Primary | Vermeer Southeast Sales | \$5,791.00 | Build      | Options      |
| Central  | Primary | Vermeer Southeast Sales | \$5,791.00 | Build      | Options      |
| Southern | Primary | Vermeer Southeast Sales | \$5,791.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 2 Column, Cabled

**Item:** 500, ARI-Hetra, LP-10-2-AJ, LP-10-2-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$24,241.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$24,241.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$24,241.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$24,241.00 | <a href="#">Build</a> | <a href="#">Options</a> |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 2 Column, Wireless

**Item:** 503, ARI-Hetra, BPW-10-2-AJ, BPW-10-2-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$25,635.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$25,635.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$25,635.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$25,635.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 2 Column, Wireless

**Item:** 504, Challenger, CLHM-190-2, CLHM-190-2

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                         | Price       | Build File | Options File |
|----------|-----------|------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp | \$25,990.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,547.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp | \$25,990.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,547.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp | \$25,990.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,547.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp | \$25,990.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,547.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 4 Column, Cabled

**Item:** 507, ARI-Hetra, LP-10-4-AJ, LP-10-4-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$47,735.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$47,735.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$47,735.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$47,735.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 4 Column, Wireless

**Item:** 510, ARI-Hetra, BPW-10-4-AJ, BPW-10-4-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$51,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$51,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$51,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$51,847.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 4 Column, Wireless

**Item:** 511, Challenger, CLHM-190-4, CLHM-190-4

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                                                            | Price       | Build File | Options File |
|----------|-----------|-----------------------------------------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$51,980.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$61,094.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$51,980.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$61,094.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$51,980.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$61,094.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$51,980.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$61,094.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 6 Column, Cabled

**Item:** 514, ARI-Hetra, LP-10-6-AJ, LP-10-6-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$71,229.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$71,229.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$71,229.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$71,229.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 6 Column, Wireless

**Item:** 517, ARI-Hetra, BPW-10-6-AJ, BPW-10-6-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price       | Build File            | Options File            |
|----------|---------|-------------------|-------------|-----------------------|-------------------------|
| Western  | Primary | ARI Phoenix, Inc. | \$77,776.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Northern | Primary | ARI Phoenix, Inc. | \$77,776.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Central  | Primary | ARI Phoenix, Inc. | \$77,776.00 | <a href="#">Build</a> | <a href="#">Options</a> |
| Southern | Primary | ARI Phoenix, Inc. | \$77,776.00 | <a href="#">Build</a> | <a href="#">Options</a> |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 6 Column, Wireless

**Item:** 518, Challenger, CLHM-190-6, CLHM-190-6

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                                                             | Price       | Build File | Options File |
|----------|-----------|------------------------------------------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$77,970.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$91,641.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$77,970.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$91,641.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$77,970.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$91,641.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$77,970.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$91,641.00 | Build      | Options      |



Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 8 Column, Wireless

**Item:** 522, ARI-Hetra, BPW-10-8-AJ, BPW-10-8-AJ

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

Model Upgrade/Downgrade:

| Zone     | Rank    | Vendor            | Price        | Build File | Options File |
|----------|---------|-------------------|--------------|------------|--------------|
| Western  | Primary | ARI Phoenix, Inc. | \$103,694.00 | Build      | Options      |
| Northern | Primary | ARI Phoenix, Inc. | \$103,694.00 | Build      | Options      |
| Central  | Primary | ARI Phoenix, Inc. | \$103,694.00 | Build      | Options      |
| Southern | Primary | ARI Phoenix, Inc. | \$103,694.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Mobile - 8 Column, Wireless

**Item:** 523, Challenger, CLHM-190-8, CLHM-190-8

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                                                            | Price        | Build File | Options File |
|----------|-----------|-----------------------------------------------------------------------------------|--------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$103,960.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$122,188.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$103,960.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$122,188.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$103,960.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$122,188.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$103,960.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$122,188.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k

**Item:** 527, Challenger, CL 12-LC, CL 12-LC

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                                                             | Price       | Build File | Options File |
|----------|-----------|------------------------------------------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$9,941.00  | Build      | Options      |
|          | Alternate |                                                                                    | \$11,669.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$9,941.00  | Build      | Options      |
|          | Alternate |                                                                                    | \$11,669.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$9,941.00  | Build      | Options      |
|          | Alternate |                                                                                    | \$11,669.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$9,941.00  | Build      | Options      |
|          | Alternate |                                                                                    | \$11,669.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k

**Item:** 529, Challenger, 15000-3S, 15000-3S

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                         | Price       | Build File | Options File |
|----------|-----------|------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp | \$21,249.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$24,945.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp | \$21,249.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$24,945.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp | \$21,249.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$24,945.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp | \$21,249.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$24,945.00 | Build      | Options      |

Bid Award

Item 6.

Contract: FSA23-EQU21.0, Equipment

Group: Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k

Item: 531, Challenger, 18000, 18000

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                         | Price       | Build File | Options File |
|----------|-----------|------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp | \$26,347.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,928.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp | \$26,347.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,928.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp | \$26,347.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,928.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp | \$26,347.00 | Build      | Options      |
|          | Alternate | JOBBER'S EQUIPMENT WAREHOUSE INC               | \$30,928.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k

**Item:** 533, Challenger, CL10V3, CL10V3

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                                                            | Price      | Build File | Options File |
|----------|-----------|-----------------------------------------------------------------------------------|------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$6,595.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$7,742.00 | Build      | Options      |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$6,595.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$7,742.00 | Build      | Options      |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$6,595.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$7,742.00 | Build      | Options      |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBERE EQUIPMENT WAREHOUSE INC | \$6,595.00 | Build      | Options      |
|          | Alternate |                                                                                   | \$7,742.00 | Build      | Options      |

Bid Award

Item 6.

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k

**Item:** 534, Challenger, AR4115XAO, AR4115XAO

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

Model Upgrade/Downgrade:

| Zone     | Rank      | Vendor                                                                             | Price       | Build File | Options File |
|----------|-----------|------------------------------------------------------------------------------------|-------------|------------|--------------|
| Western  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$26,030.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$30,556.00 | Build      |              |
| Northern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$26,030.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$30,556.00 | Build      |              |
| Central  | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$26,030.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$30,556.00 | Build      |              |
| Southern | Primary   | Certified Lift Installation & Maintenance Corp<br>JOBBER'S EQUIPMENT WAREHOUSE INC | \$26,030.00 | Build      | Options      |
|          | Alternate |                                                                                    | \$30,556.00 | Build      |              |

# FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Equipment How to Order



# How to Purchase



## FSA Cooperative Purchasing Program



**FSA23-EQU21.0: Equipment  
Awarded Vendor Contract Signature Pages**





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Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, and grounds care equipment.

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

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

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

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



## CONTRACT SIGNATURE FORM

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

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name ACF Standby Systems, LLC

Business Address 9311 Solar Drive Tampa, FL 3369

Name of Authorized Agent Andrew Young

Email address of authorized agent a.young@acfpower.com

Signature *Andrew Young*

Date 08/28/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Alamo Group Texas LLC

Business Address 1502 East Walnut Street Seguin TX 78155

Name of Authorized Agent Brian Billeaudeau

Email address of authorized agent bbilleaudeau@alamo-group.com

Signature

Date 08/24/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Alamo Group Texas LLC



## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name All Roads Kenworth, LLC

Business Address 2909 S Andrews Ave  
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent

Signature *Michael Crawford*

Date 08/17/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name All Roads Kenworth, LLC





## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name All Traffic Solutions, INC

Business Address 14201 Sullyfield Cir #300, Chantilly, VA 20151

Name of Authorized Agent Michael Werksman

Email address of authorized agent

Signature

Date 08/28/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
All Traffic Solutions, INC



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Alta Construction Equipment Florida, LLC

Business Address 8418 Palm River Road Tampa, FL 33619

Name of Authorized Agent Kevin Gray

Email address of authorized agent kevin.gray@altg.com

Signature

Date 08/28/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Alta Construction Equipment Florida, LLC





## CONTRACT SIGNATURE FORM

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

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name ARI Phoenix, Inc.

Business Address 4119 Binion Way, Lebanon OH 45036

Name of Authorized Agent Tekla Goodwin

Email address of authorized agent tekla.goodwin@ari-hetra.com

Signature

Date 08/25/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
ARI Phoenix, Inc.



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment



Bidder Company Name ARS Power Sports

Business Address 1319 Hwy 70 E Okeechobee, FL 34972

Name of Authorized Agent Phillip Woerner

Email address of authorized agent phillipw@arspowersports.com

*Phillip Woerner*  
Signature

Date 08/03/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment  
Bidder Company Name ARS Power Sports





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment



Bidder Company Name ATMAX Equipment Co.

Business Address 6902 E. 7th Ave.  
Tampa, FL 33619

Name of Authorized Agent Timothy B. Ward

Email address of authorized agent timw@mowermax.com

Signature

Date

7.26.23

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name  
ATMAX Equipment Co.







## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name BBA Pumps, Inc.

Business Address 7222 Cross Park Drive  
North Charleston, SC 29418

Name of Authorized Agent Justin Booth

Email address of authorized agent jbooth@bbapumps.com

Signature

Date 08/11/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
BBA Pumps, Inc.



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Bush Hog LLC

Business Address PO Box 549  
Seguin TX 78156-0549

Name of Authorized Agent Jimmy Anderson

Email address of authorized agent jimmy.anderson@bushhog.com

Signature

Date

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Bush Hog LLC



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



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 BrandySloan@checkbeck.com

Signature

Date

  
08/21/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name

Beck Chrysler Dodge Jeep







## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Carswell Distributing Company

Business Address 3750 N. Liberty Street  
Hickory Creek, MO 63107

Name of Authorized Agent Andrew Moss

Email address of authorized agent amoss@carswelldist.com

Signature

Date 08/26/2023



## CONTRACT SIGNATURE FORM

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

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Clark Equipment Company

Business Address 250 E. Beaton Drive

Name of Authorized Agent Barry Hanson

Email address of authorized agent barry.hanson@doosan.com

Signature

Date 08/24/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

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

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

Name of Authorized Agent William Young

Email address of authorized agent wguinnyoung@gmail.com

Signature

Date August 25, 2023

FSA Contract Number FSA23-EQU21.0: Equipment

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



## CONTRACT SIGNATURE FORM

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

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Crimson Technology Products LLC

Business Address 1631 Rock Springs Road, Suite 353  
Rock Springs, FL 32743

Name of Authorized Agent Stacia Carter

Email address of authorized agent scarter@crimsontechnologyproducts.com

Signature *Stacia Carter*

Date 08/29/2023



## CONTRACT SIGNATURE FORM

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

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Duke Equipment Inc dba Florida Forklift

Business Address 3221 N. 40th St. Tampa, FL 33605

Name of Authorized Agent Stephen Rice

Email address of authorized agent SteveR@FloridaForklift.com

Signature

Date 08/07/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Dobbs Equipment, LLC

Business Address 2730 South Falkenburg Road, Riverview, FL 33578

Name of Authorized Agent Dave Walsh

Email address of authorized agent dave.walsh@dobbsequipment.com

Signature

Date 08/14/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Dobbs Equipment, LLC



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Deland Truck Center, inc.

Business Address 1208 South Woodland Blvd.  
Deland Florida 32720

Name of Authorized Agent Howard B. Williams

Email address of authorized agent howard@delandtruckcenter.com

Signature

Date 8/18/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Deland Truck Center, inc.



## CONTRACT SIGNATURE FORM

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

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Crimson Technology Products LLC

Business Address 1631 Rock Springs Road, Suite 353  
Rock Springs, FL 32743

Name of Authorized Agent Stacia Carter

Email address of authorized agent scarter@crimsontechnologyproducts.com

Signature *Stacia Carter*

Date 08/29/2023





## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Embankscape Equipment, LLC DBA RC Mowers

Business Address 2158 E Deerfield Ave  
Fort Lauderdale, FL 33311

Name of Authorized Agent Cori Triest

Email address of authorized agent ctriest@rcmowersusa.com

Signature

Date 08/24/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Embankscape Equipment, LLC DBA RC Mowers



## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Energreen America Inc

Business Address PO Box 3639  
Aiken SC 29802

Name of Authorized Agent Larry Katzer

Email address of authorized agent larry.katzer@energreenamerica.com

Signature

Date 8/10/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Energreen America Inc





## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name Environmental Products Group, Inc.

Business Address 700 Hermit Smith Road, Apopka, FL 32703

Name of Authorized Agent Christopher Haase

Email address of authorized agent CHaase@myEPG.com

Signature

Date 08/10/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name Environmental Products Group, Inc.



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Everglades Equipment Group

Business Address 138 Professional Way  
Wellington, FL 33414

Name of Authorized Agent Clint Vaughn Governmental Division Manager

Email address of authorized agent

Signature 

Date 08/14/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Everglades Equipment Group





## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Evervac Equipment, LLC

Business Address 14950 Citrus County Dr, Suite 1005, Dade City, FL 33523

Name of Authorized Agent Austen Everett

Email address of authorized agent Aeverett@EvervacFL.com

Signature

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

Date August 21, 2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Evervac Equipment, LLC





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Federal Contracts Corp

Business Address 12918 N Nebraska Ave. Tampa, FL 33612

Name of Authorized Agent Linda Rose Danial

Email address of authorized agent lindarose@federalcontractscorp.com

Signature

Date 08/30/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Federal Contracts Corp



## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Florida Coast Equipment, LLC

Business Address 1401 Forum Way, Ste 100, West Palm Beach, FL 33401

Name of Authorized Agent Joe Moreno

Email address of authorized agent JMoreno@FloridaCoastEQ.com

Signature

Date 08/07/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name GenServe, LLC

Business Address 11950 NW 39th St. Suite B  
Fort Lauderdale, FL 33308

Name of Authorized Agent John Potts

Email address of authorized agent jpotts@genserveinc.com

Signature

Date 08/28/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
GenServe, LLC





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Genset Services, Inc.

Business Address 3100 Gateway Drive, Pompano Beach Florida 33069

Name of Authorized Agent Matthew L. Palmer

Email address of authorized agent mpalmer@gensetservices.com

Signature *Matthew L. Palmer*

Date 08/10/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Glade & Grove Supply Co LLC

Business Address 1006 S Main Street  
Grove, FL 33420

Name of Authorized Agent Ken Holowecky

Email address of authorized agent kenh@gladeandgrove.com

Signature

Date 08/16/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment



Bidder Company Name GREAT SOUTHERN EQUIPMENT, LLC

Business Address 1023 SOUTH 50TH STREET TAMPA, FL 33619

Name of Authorized Agent RAYMOND FERWERDA JR

Email address of authorized agent rferwerda@gsequipment.net

Signature 

Date 08/26/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name GREAT SOUTHERN EQUIPMENT, LLC





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Miller Heiman Holdings LLC - Green Thumb Palm Beach

Business Address 230 Truck and Trailer Way, West Palm Beach, FL 33413

Name of Authorized Agent Jeff Miller

Email address of authorized agent jmillier@greenthumbpalmbeach.com

Signature

Date 08/07/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Holland Pump Company

Business Address 7312 Westport Place, West Palm Beach, FL 33413

Name of Authorized Agent Win Blodgett

Email address of authorized agent win@hollandpump.com

Signature

Date 08/23/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Holland Pump Company





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name HUMDINGER EQUIPMENT LTD

Business Address 3202 CLOVIS ROAD

Name of Authorized Agent CHAD PHARES

Email address of authorized agent CHAD@HUMDINGEREQUIPMENT.COM

Signature

Date 08/07/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name Hydra Service (S), Inc.

Business Address 250 Springview Commerce Drive, Debary, FL 32713

Name of Authorized Agent Keaton Heller

Email address of authorized agent kheller@hydraservice.net

Signature

Date 07/26/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name  
Hydra Service (S), Inc.



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name HD HYUNDAI INFRACORE NORTH AMERICA LLC dbd DEVELON

Business Address 2905 Shawnee Industrial Way Suite 100, Suwanee, GA 30024

Name of Authorized Agent Randy Shearin

Email address of authorized agent randy.shearin@hhi-di.com

Signature

Date 09/05/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Tampa Crane & Body Acquisition, LLC

Business Address 5701 N 50th ST, Tampa, FL 33610

Name of Authorized Agent Alison Anca

Email address of authorized agent ap-warranty@tampacrane.com

Signature **Alison Anca**

Digitally signed by Alison Anca  
Date: 2023.08.25 11:49:57 -04'00'

Date 08/25/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Industrial Truck & Equipment, LLC dba Trucks & Parts of Tampa, LLC

Business Address 1015 S. 50th Street  
Tampa, FL 33619

Name of Authorized Agent Blake Hamilton

Email address of authorized agent blake@trucksandparts.com

Signature

*Blake Hamilton 8-28-2023*

Date 08/28/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name

Industrial Truck & Equipment, LLC dba Trucks & Parts of Tampa, LLC







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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Innovative Equipment Services 2 LLC d/b/a CASE Power & Equipment of Florida

Business Address 5710 Bull Run Dr. Columbia, MO 65201

Name of Authorized Agent Jabbok Schlacks

Email address of authorized agent legal.general@equipmentsshare.com

Signature

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a long, sweeping horizontal line.

Date 08/29/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name

Innovative Equipment Services 2 LLC d/b/a CASE Power & Equipment of Florida



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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Jet-Vac Equipment Company, LLC  
Corporate Office

Business Address 5746 Broad Street  
Sumter, SC 29154

Name of Authorized Agent Justin Kohl - President

Email address of authorized agent justin@jet-vac.com

Signature

Date 08/29/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name JOBBERS EQUIPMENT WAREHOUSE INC

Business Address 5440 NW 78TH AVE MIAMI FL 33166

Name of Authorized Agent MARIA J AHEARN

Email address of authorized agent SUPPORT@JOBBERSMIAMI.COM

Signature *Maria J Ahearn*

Date 08/28/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
JOBBERS EQUIPMENT WAREHOUSE INC







## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name K&K Systems, Inc.

Business Address 687 Palmetto Road Tupelo, MS 38801

Name of Authorized Agent Tim Keith

Email address of authorized agent sales@k-k-systems.com

Signature *Tim Keith, me*

Date 8.28.23



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Kelly Tractor Co

Business Address 8255 NW 58 Street  
Miami, FL 33166

Name of Authorized Agent Greg Bennett

Email address of authorized agent greg\_bennett@kellytractor.com

Signature

Date 08/11/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Kelly Tractor Co





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name KNAPHEIDE TRUCK EQUIPMENT S.E.

Business Address 510 THORPE ROAD  
ORLANDO, FL 32824

Name of Authorized Agent THOMAS REID

Email address of authorized agent TREID@KNAPHEIDE.COM

Signature

Date 08/08/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Linder Industrial Machinery Company

Business Address 1601 S Frontage Rd Plant City FL 33563

Name of Authorized Agent Nick Georgi

Email address of authorized agent Nicholas.Georgi@linder.com

Signature

Date 08/15/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Linder Industrial Machinery Company





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name LOVE POWER EQUIPMENT, INC

Business Address 2081 SOUTH SUNCOAST BLVD  
 MIAMI, FL 33133

Name of Authorized Agent ED GURRY

Email address of authorized agent ED.GURRY@LOVEPOWEREQUIPMENT.COM

Signature

Date 08/29/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name LOVE POWER EQUIPMENT, INC





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name McKibben Motorsports LP Inc

Business Address 7820 Tractor Rd  
Sebring, FL 33876

Name of Authorized Agent Casey McKibben

Email address of authorized agent Casey.Mckibben@McKibbencorp.com

Signature

*Casey McKibben*

Date 08/29/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name McKibben Motorsports Inc

Business Address 3530 Double J Acres Rd  
Labelle FL 33935

Name of Authorized Agent Casey McKibben

Email address of authorized agent Casey.McKibben@McKibbencorp.com

Signature

*Casey McKibben*

Date 08/29/2023



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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name MCKIBBEN POWERSPORTS INC.

Business Address 20769 US 27 LAKE WALES FL 33853

Name of Authorized Agent CASEY MCKIBBEN

Email address of authorized agent CASEY.MCKIBBEN@MCKIBBENCORP.COM

Signature *Casey McKibben*

Date 08/29/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name MENZI USA SALES, INC.

Business Address 1850 FAIRBANKS STREET  
FAIRBANKS, FL 33007

Name of Authorized Agent CHRISTOPHER MEADOWS

Email address of authorized agent SALES@MENZIUSA.COM

Signature

Date 08/07/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
MENZI USA SALES, INC.



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Mersino Dewatering, LLC

Business Address 900 Squirrel Rd. Suite 210  
Auburn Hills, MI 48326

Name of Authorized Agent John Farrell

Email address of authorized agent jack.farrell@mersino.com

Signature

Date 08/29/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Mersino Dewatering, LLC



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Mid Florida Diesel, Inc.

Business Address 2215 Hwy 60 East Bartow, Fl. 33830

Name of Authorized Agent Al McCoy

Email address of authorized agent mfd.almccoy@gmail.com

Signature

Date 08/09/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Mid Florida Diesel, Inc.





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name MWI Corporation, BDA MWI Pumps

Business Address 33 NW 2nd Street  
Deerfield Beach, FL 33441

Name of Authorized Agent Gary Evans

Email address of authorized agent GaryE@mwipumps.com

Signature

A handwritten signature in black ink, appearing to read "Gary Evans", written over a light blue horizontal line.

Date 09/06/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name MWI Corporation, BDA MWI Pumps





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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name National Equipment Dealers, LLC

Business Address 215 Woodside Dr Lexington, NC 27292 (Corporate Office)

Name of Authorized Agent R. Scott Woody

Email address of authorized agent swoody@nedealers.com

Signature *R. Scott Woody*

Date 08/10/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name NATIONAL LIFT TRUCK SERVICE INC

Business Address 2110 N ANDREWS AVE EXT  
POMPANO BEACH, FL 33069

Name of Authorized Agent ROBERT SIANO Robert Siano

Email address of authorized agent RSIANO@NLTSUPERSTORE.COM 8-10-2023

Signature Robert Siano

Date 8-10-2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name NATIONAL LIFT TRUCK SERVICE INC





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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Nationwide Haul LLC

Business Address 2221 NW 22nd Street  
Pompano Beach, FL 33069

Name of Authorized Agent Pablo M. Rodriguez

Email address of authorized agent pablo@nationwidehaul.com

Signature *Pablo Michel Rodriguez*

Date 08/01/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name PACE Inc.

Business Address 739 S Mill St. Plymouth, MI 48170

Name of Authorized Agent Jason Fox

Email address of authorized agent jasonf@pacelink.com

Signature

Date 08/30/2023





## CONTRACT SIGNATURE FORM

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

FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Pantropic Power

Business Address 8205 NW 58th Street  
Miami, FL 33166

Name of Authorized Agent Greg Bennett

Email address of authorized agent greg\_bennett@pantropic.com

Signature

A handwritten signature in blue ink, appearing to read "Greg Bennett".

Date 08/25/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name  
Pantropic Power





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name Pat's Pump & Blower LLC

Business Address 2141 W Church St

Name of Authorized Agent Javier Fernandez

Email address of authorized agent javierf@patspump.com

Signature *Javier Fernandez*

Date 08/07/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name Pat's Pump & Blower LLC



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC

Business Address 7227 NW 74th Avenue, Miami, Fl. 33166

Name of Authorized Agent Carlos Currin

Email address of authorized agent ccurrin@rechtien.com

Signature

Date 07/31/2023

FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name RhinoAg LLC dba Rhino; Dixie Chopper

Business Address PO Box 549  
Seguin TX 78156-0549

Name of Authorized Agent Greg Pollock

Email address of authorized agent gpollock@rhinoag.com

Signature

Date 08/07/2023



## CONTRACT SIGNATURE FORM

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



Bidder Company Name RIDGE EQUIPMENT CO. INC.

Business Address 6820 US HWY 27 N  
SEBRING, FL 33870

Name of Authorized Agent SCOTT BRADLEY

Email address of authorized agent sbradley@ridge-equipment.com

Signature *Scott Bradley*

*Commercial Sales Manager*

Date 08/29/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses  
Bidder Company Name RIDGE EQUIPMENT CO. INC.







## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name RIGHT TRAILERS, INC

Business Address 7220 US HWY 98 N  
LAKELAND, FL 33809

Name of Authorized Agent MICHAEL SCOTT

Email address of authorized agent RIGHTTRAILERS@AOL.COM

Signature *MICHAEL SCOTT*

Date 08/23/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Ring Power Corporation

Business Address 500 World Commerce Parkway  
St. Augustine, FL 32092

Name of Authorized Agent Alan Thomas

Email address of authorized agent alan.thomas@ringpower.com

Signature 

Date 08/07/2023

FSA Contract Number FSA23-EQU21.0: Equipment  
Bidder Company Name  
Ring Power Corporation





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Texas Trailers Sales and Service

Business Address 5601 NW 13th Street Gainesville, FL 32653

Name of Authorized Agent Rick Croft

Email address of authorized agent rick@texastrailersfl.com

Signature

Date 08/04/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Taylor Power Systems, Inc.

Business Address 947 Industrial Park Drive, Clinton, MS 39056

Name of Authorized Agent Todd Johnston

Email address of authorized agent toddj@taylorpower.com

Signature

Date 08/15/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Heavy Equipment

Bidder Company Name Striping Service & Supply, LLC

Business Address 1911 S Great Southwest Parkway  
Gainesville, TX 77604

Name of Authorized Agent Kate Moll-Taylor

Email address of authorized agent trafficsafety@aramsco.com

Signature

Date 08/29/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Southern States ToyotaLift

Business Address 115 South 78th Street  
Tampa, FL 33618

Name of Authorized Agent Shane Polson

Email address of authorized agent spolson@sstlift.com

Signature

Date 08/07/2023



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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name SSES, Inc. d/b/a Southern Sewer Equipment Sales

Business Address 3409 Industrial 27th Street, Fort Pierce, FL 34946

Name of Authorized Agent Drew Denmon

Email address of authorized agent info@southernsewer.com

Signature

Date 08/07/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name

SSES, Inc. d/b/a Southern Sewer Equipment Sales





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

Bidder Company Name Texas Underground, Inc.

Business Address 1617 Garden Road, Pearland, TX 77581

Name of Authorized Agent Stan Stoneman

Email address of authorized agent stan@pipehunter.com

Signature

Date 09/08/2023





## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Thompson Pump and Manufacturing Company Inc.

Business Address 4620 City Center Drive, Port Orange, FL 32129

Name of Authorized Agent David Perry

Email address of authorized agent dperry@thompsonpump.com

Signature

Date 08/30/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Thompson Pump and Manufacturing Company Inc.



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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Tom Evans Environmental, Inc.

Business Address 3200 Flightline Drive, Suite 302  
Tomball, TX 77354

Name of Authorized Agent Dennis Szczepanek

Email address of authorized agent ds@tomevans.com

Signature

Date 08/29/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Tradewinds PowerCorp

Business Address 5820 NW 84th Ave  
Miami, FL 33166

Name of Authorized Agent Paul Staples

Email address of authorized agent pstaples@tradewindspower.com

Signature

Date 08/08/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Tradewinds PowerCorp







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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Vermeer Southeast Sales & Service Inc.

Business Address 428 Ocoee Apopka Road, Ocoee FL 34761

Name of Authorized Agent Dan Rockefeller

Email address of authorized agent danrockefeller@vermeersoutheast.com

Signature **Dan Rockefeller**

Digitally signed by Dan Rockefeller  
Date: 2023.08.30 10:11:50 -04'00'

Date 08/30/2023



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FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Vetted Security Solutions, LLC

Business Address 4185 35th St. N., St. Petersburg, FL 33714

Name of Authorized Agent Lori Hipkind

Email address of authorized agent lhipkind@vettedsecurity.com

Signature

*Lori Hipkind*

DocuSigned by:  
Lori Hipkind  
528392ABAC01425

Date 08/22/2023



## CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Warren Equipment Inc

Business Address 2299 US 92 E  
Plant City FL 33563

Name of Authorized Agent Robert Flavin

Email address of authorized agent rflavin@warrentrailers.com

Signature

A handwritten signature in black ink, appearing to be "R Flavin".

Date 08/25/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Warren Equipment Inc







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

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

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Zabatt Engine Services, Inc.

Business Address 4612 Highway Avenue, Jacksonville, FL 32254

Name of Authorized Agent Sandra M. Sabatier

Email address of authorized agent Bids@zabatt.com / sales@zabatt.com

Signature

Date 08/29/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Zabatt Engine Services, Inc.



## CONTRACT SIGNATURE FORM

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

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

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

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

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

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

FSA Contract Number FSA23-EQU21.0: Equipment



Bidder Company Name Xylem Dewatering Solutions, Inc.

Business Address 202 Winston Creek Pkwy  
Lakeland, FL 33810

Name of Authorized Agent Glenda Young

Email address of authorized agent glenda.young@xylem.com

Signature *Glenda Young*

Date 08/28/2023

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name Xylem Dewatering Solutions, Inc.







## CONTRACT SIGNATURE FORM

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

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

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

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

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

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

FSA Contract Number FSA23-EQU21.0: Equipment

Bidder Company Name WASTEWATER SOLUTIONS, LLC

Business Address 102 NE 2ND STREET SUITE 510  
BOCA RATON, FL 33432

Name of Authorized Agent ARTURO GARCIA

Email address of authorized agent arturo@wws-llc.com

Signature 

Date 08/29/2023



# FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Equipment Terms & Conditions

**FLORIDA SHERIFFS ASSOCIATION**  
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## **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](mailto:CPP@flsheriffs.org)

### **1.02 PURPOSE**

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

### **1.03 TERM OF CONTRACT**

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

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

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

### **1.04 JURISDICTION**

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

### **1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

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

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

#### 1.06 FUNDING

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

#### 1.07 CURRENCY

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

#### 1.08 GENERAL DEFINITIONS

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

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



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

# FLORIDA SHERIFFS ASSOCIATION

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

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

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

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

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

## 1.10 LEGAL REQUIREMENTS

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

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

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

#### **1.11 PATENTS & ROYALTIES**

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

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

#### **1.12 FEDERAL AND STATE STANDARDS**

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

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

#### **1.13 UNDERWRITERS' LABORATORIES**

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

#### **1.14 AMERICANS WITH DISABILITIES ACT**

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

#### **1.15 REASONABLE ACCOMMODATION**

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

#### **1.16 DISADVANTAGED BUSINESSES**

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

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

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

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

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

#### 1.17 ANTI-DISCRIMINATION

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

#### 1.18 BEST COMMERCIAL PRACTICES

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

#### 1.19 PUBLIC ENTITY CRIMES (PEC)

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

#### 1.20 TAX EXEMPTION

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

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

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#### 1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

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

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

#### 1.22 COMMUNICATIONS

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

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

#### 1.23 CLARIFICATION AND ADDENDA

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

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

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## 1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

## 1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

## 1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

## 1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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#### 1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

#### 1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

#### 1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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#### 1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

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

#### 1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

#### 1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

#### 1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.



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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

### **1.35 LICENSES AND PERMITS**

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

### **1.36 PERFORMANCE BONDS**

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

### **1.37 ELIMINATION FROM CONSIDERATION**

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

### **1.38 INDEPENDENT PREPARATION**

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

#### 1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

#### 1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

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amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

#### 1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

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Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

#### **1.42 SEVERABILITY**

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

#### **1.43 TERMINATION FOR CAUSE**

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

#### **1.44 TERMINATION WITHOUT CAUSE**

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

#### 1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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## 2.0 BIDDER INSTRUCTIONS

### 2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- Compliance Attestations
  - E-Verify
  - Drug-Free Workplace
  - Workers Compensation
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

### 2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
  - Response time to initial call from purchaser,

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- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

## 2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

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The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

*The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the



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termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

## 2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

## 2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

## 2.06 MISTAKES

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

## 2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

## 2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

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descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

## 2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

## 2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

## 2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

## 2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

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#### 2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

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

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

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

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

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

*Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in*

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*the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

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

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

## 2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

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

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package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

## 2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

### Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

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- Estimated labor hours
- Labor cost per hour

## 2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

### Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

### Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

### Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

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- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

## 2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

## 2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

## 2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

## 2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

## 2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.



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## 2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

## 2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

## 2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

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Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

## 2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

## 2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

## 2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

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### **3.0 CONTRACT CONDITIONS**

#### **3.01 GENERAL REQUIREMENTS**

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

#### **3.02 STATEMENT OF AUTHORITY**

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

#### **3.03 VENDOR CONTACT INFORMATION**

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

#### **3.04 ADDITIONS OR DELETIONS**

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

#### **3.05 CONTRACT EXTENSION**

##### Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

##### Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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### 3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

#### **Annual Price Adjustment**

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

#### **Changes to Manufacturer Production or Design**

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

#### **Manufacturer Certified Adjustments**

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

#### **Equitable Adjustments**

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

### 3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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#### 3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

#### 3.09 FACILITIES

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

#### 3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

#### 3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

#### 3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

#### 3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

### 3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

### 3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

### 3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

### 3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org). Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

### 3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

### 3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

### 3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

### 3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment



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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### 3.22 WARRANTY

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

### 3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to [reports@flsheriffs.org](mailto:reports@flsheriffs.org). The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

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

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

### 3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

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

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

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

### 3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

#### Schedule of Liquidated Damages

|                                                                                                        |                                                                            |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Failure to submit quarterly report on time                                                             | \$25 per calendar day                                                      |
| Failure to submit administrative fee on time                                                           | \$25 per calendar day                                                      |
| Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date | \$100 per Purchase Order                                                   |
| Failure to Report Sales                                                                                | .0075 of the sales price plus 1.5% each month following the delivery date. |

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Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

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#### Appendix A: Zone Map



7.10.2013

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Appendix B. Bid Calendar

| <b>FSA23-VEL31.0</b>                                    |                       |
|---------------------------------------------------------|-----------------------|
| <b>Bid Calendar Task</b>                                | <b>Date</b>           |
| Invitation to Bid Announcement (ITB)                    | 5/1/2023 & 5/15/2023  |
| Voluntary Interested Bidder Workshop                    | 6/13/2023             |
| New Item Specification Requests Due                     | 6/23/2023             |
| Pre Bid Meeting                                         | 7/11/2023             |
| Request for Clarifications Due to FSA                   | 7/18/2023             |
| FSA VendorLink Bidder Training                          | 7/24/2023             |
| Bid System Open                                         | 7/25/2023             |
| Cone of Silence                                         | 7/25/2023 - 9/11/2023 |
| Bid Submissions Due                                     | 8/30/2023             |
| Public Bid Opening                                      | 9/1/2023              |
| Bid Tabulations Posted                                  | 9/1/2023              |
| Bid Evaluation                                          | 9/5/2023 - 9/8/2023   |
| Intent To Award                                         | 9/11/2023             |
| <b>Final Award &amp; Effective Date of New Contract</b> | <b>10/1/2023</b>      |

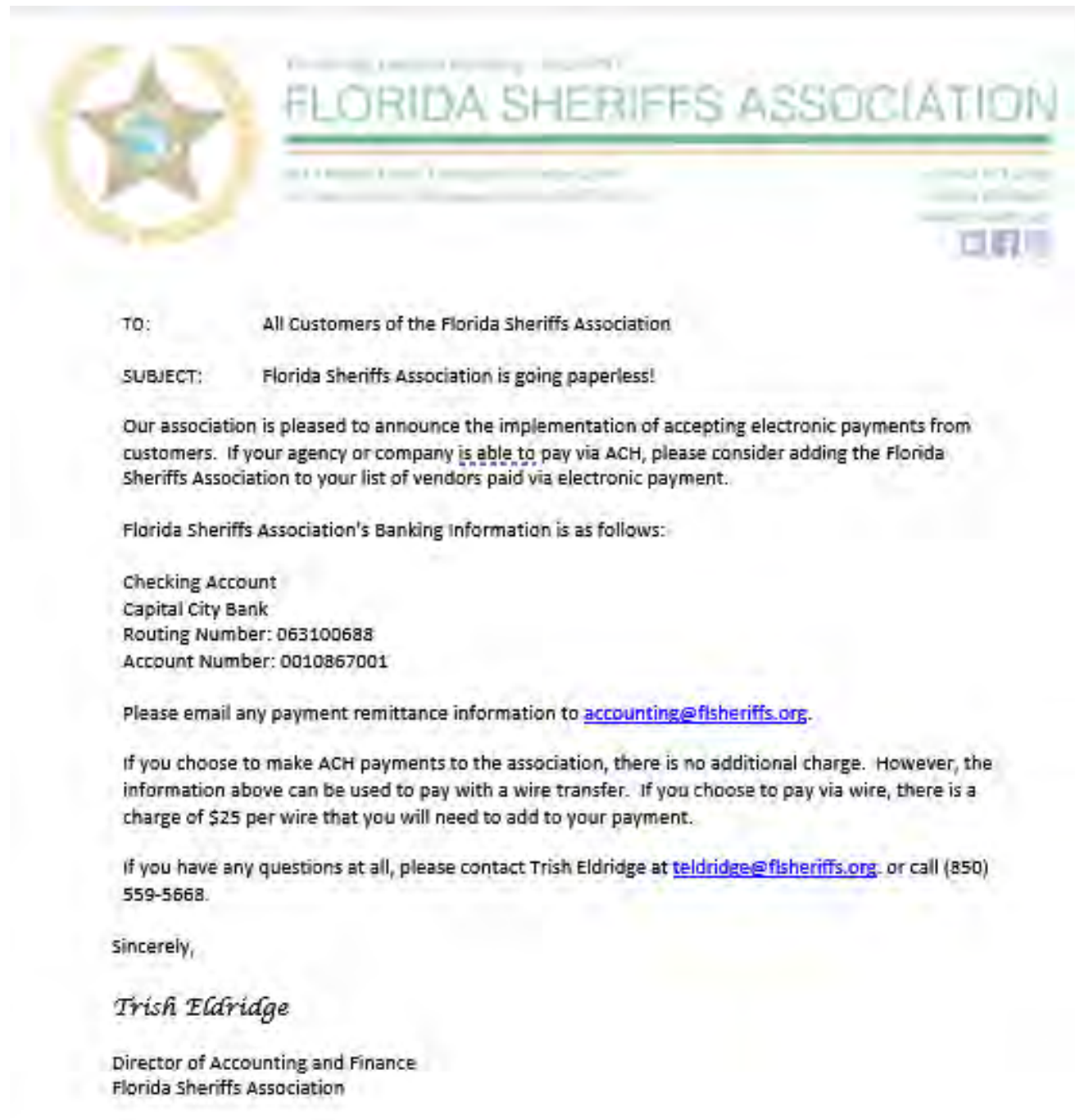
| <b>FSA23-VEH21.0</b>                                    |                       |
|---------------------------------------------------------|-----------------------|
| <b>Bid Calendar Task</b>                                | <b>Date</b>           |
| Invitation to Bid Announcement (ITB)                    | 5/1/2023 & 5/15/2023  |
| Voluntary Interested Bidder Workshop                    | 6/14/2023             |
| New Item Specification Requests Due                     | 6/23/2023             |
| Pre Bid Meeting                                         | 7/12/2023             |
| Request for Clarifications Due to FSA                   | 7/18/2023             |
| FSA VendorLink Bidder Training                          | 7/24/2023             |
| Bid System Open                                         | 7/25/2023             |
| Cone of Silence                                         | 7/25/2023 - 9/11/2023 |
| Bid Submissions Due                                     | 8/30/2023             |
| Public Bid Opening                                      | 9/1/2023              |
| Bid Tabulations Posted                                  | 9/1/2023              |
| Bid Evaluation                                          | 9/5/2023 - 9/8/2023   |
| Intent To Award                                         | 9/11/2023             |
| <b>Final Award &amp; Effective Date of New Contract</b> | <b>10/1/2023</b>      |

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| <b>FSA23-EQU21.0</b>                                    |                       |
|---------------------------------------------------------|-----------------------|
| <b>Bid Calendar Task</b>                                | <b>Date</b>           |
| Invitation to Bid Announcement (ITB)                    | 5/1/2023 & 5/15/2023  |
| Voluntary Interested Bidder Workshop                    | 6/7&8/2023            |
| New Item Specification Requests Due                     | 6/23/2023             |
| Pre Bid Meeting                                         | 7/13/2023             |
| Request for Clarifications Due to FSA                   | 7/18/2023             |
| FSA VendorLink Bidder Training                          | 7/24/2023             |
| Bid System Open                                         | 7/25/2023             |
| Cone of Silence                                         | 7/25/2023 - 9/11/2023 |
| Bid Submissions Due                                     | 8/30/2023             |
| Public Bid Opening                                      | 9/1/2023              |
| Bid Tabulations Posted                                  | 9/1/2023              |
| Bid Evaluation                                          | 9/5/2023 - 9/8/2023   |
| Intent To Award                                         | 9/11/2023             |
| <b>Final Award &amp; Effective Date of New Contract</b> | <b>10/1/2023</b>      |

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Appendix C: ACH Payments



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#### Appendix D: Federal Clauses

##### Applicability of Third-Party Contract Provisions\*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

| PROVISION                                                                              | Professional Services/A&E                                                                  | Operations/ Management                                                                     | Construction                                                                               | Materials & Supplies                                                                       |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Equal Employment Opportunity                                                           |                                                                                            |                                                                                            | All                                                                                        |                                                                                            |
| Davis-Bacon Act                                                                        |                                                                                            |                                                                                            | >\$2,000                                                                                   |                                                                                            |
| Copeland "Anti-Kickback" Act                                                           |                                                                                            |                                                                                            | >\$2,000                                                                                   |                                                                                            |
| Contract Work Hours and Safety Standards Act                                           | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 |
| Rights to Inventions Made Under a Contract or Agreement                                | If the purchase order involves performance of experimental, developmental or research work | If the purchase order involves performance of experimental, developmental or research work | If the purchase order involves performance of experimental, developmental or research work | If the purchase order involves performance of experimental, developmental or research work |
| Clean Air Act                                                                          | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 |
| Federal Water Pollution Control Act                                                    | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 | >\$150,000                                                                                 |
| Debarment and Suspension                                                               | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |
| Byrd Anti-Lobbying Amendment                                                           | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 | >\$100,000                                                                                 |
| Procurement of Recovered Materials                                                     | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |
| Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |
| Domestic Preferences for Procurements                                                  | All                                                                                        | All                                                                                        | All                                                                                        | All                                                                                        |

\*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

**EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.



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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

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### Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

#### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

#### DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



## **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

### **Item Groups Summary**

All bid items shall be built to FSA base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered.

- All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)
- All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)
- All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)
- Boat: Aquatic Weed Cutter Workboat
- Bulldozer: 180hp
- Bulldozer: 70hp
- Bulldozer: 90hp
- Chipper: Brush Chipper
- Compactor: 80,000 lbs. Landfill Compactor
- Compressor: Air Compressor - Trailer Mounted
- Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload
- Excavator: All Terrain Walking Excavator
- Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight
- Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight
- Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type
- Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type
- Excavator: Vacuum Excavator - Trailer Mounted
- Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight
- Forklift: Cushion Tire - 4,000 lbs. Capacity
- Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity\*
- Forklift: Telescopic Tool Carrier/Telehandler
- Generator: 60kW Stationary\*
- Generator: 125kW Stationary
- Generator: 150kW Mobile
- Generator: 500kW Mobile
- Generator: 500kW Stationary
- Horizontal Directional Drill\*
- Leaf Collector: Trailer Mounted\*
- Lift: Scissor Lift - Self Propelled
- Light Tower: Hybrid Light Tower
- Light Tower: Light Tower - Trailer Mounted



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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- Loader: Loader Backhoe - 4x4
- Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type
- Loader: Wheel Loader - 1.5 cubic yd.
- Loader: Wheel Loader - 3.0 cubic yd.
- Loader: Wheel Loader - 5.75 cubic yd.
- Low Speed Vehicle: Electric Type
- Motor Grader: Large
- Motor Grader: Small
- Mower: 15ft. Flex Wing Rotary Mower
- Mower: Remote Controlled Brush Mower
- Mower: Electric Zero Turn Radius Mower\*
- Mower: Zero Turn Radius Mower
- Pallet Jack: Electric 4,500 lbs. Capacity\*
- Pipe Inspection: Battery Operated Pipe Crawler Inspection System\*
- Pump: Mobile Pump
- Roadway Advisory Board: Mobile Message Board
- Roadway Advisory Board: Mobile Speed Board
- Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader\*
- Roadway Advisory Board: Mobile Traffic Advisory/Direction Signal Board
- Roller: Compaction Roller 30,000 lbs. - Single Drum
- Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width
- Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width
- Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.
- Sewer Cleaner: Trailer Mounted Sewer Cleaner
- Shop Tools & Equipment\*
- Shredder: Mobile Shredder
- Solid Waste Material Handler: Wheeled Type
- Stump Cutter
- Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper
- Sweeper: Cabover Mechanical Broom Street Sweeper
- Sweeper: Compact Air Sweeper - 2.3 cubic yd.
- Sweeper: Regenerative Air Street Sweeper
- Sweeper: Self-Propelled Hydrostatic Broom
- Tactical Vehicle: Skid Steer Mounted (The Rook)
- Tool Carrier: Hydrostatic Drive
- Tractor: Agriculture Tractor - 4x2



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

- Tractor: Compact Articulating Tractor - AWD
- Tractor: Small Agriculture Tractor - 4x4
- Tractor: Tractor with Boom Mower - 4x4
- Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR
- Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR\*
- Trailer: Detachable Neck Lowboy Trailer - 100,000 lbs. GVWR\*
- Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR
- Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR\*
- Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR\*
- Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR\*
- Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR
- Trailer: Leachate Tanker - 6,500 gallons\*
- Trailer: Livestock Trailer - 7,000 lbs. GVWR\*
- Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR
- Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR\*
- Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR\*
- Trailer: Waste Trailer with Walking Floor
- Transfer Switch: 600 Amp Automatic Transfer Switch
- Trencher: Walk Behind Trencher
- Underground Locating Equipment: Ground Penetrating Radar\*
- Underground Locating Equipment: Utility Locator\*
- Vehicle Lift: Mobile - 2 Column, Cabled
- Vehicle Lift: Mobile - 2 Column, Wireless
- Vehicle Lift: Mobile - 4 Column, Cabled
- Vehicle Lift: Mobile - 4 Column, Wireless
- Vehicle Lift: Mobile - 6 Column, Cabled
- Vehicle Lift: Mobile - 6 Column, Wireless
- Vehicle Lift: Mobile - 8 Column, Cabled
- Vehicle Lift: Mobile - 8 Column, Wireless
- Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k
- Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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*\*Indicates new item group for FSA23-EQU21.0*



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Manufacturer's gas or diesel engine, air cooled, overhead valve, keyed electronic ignition, 20 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Chassis: Standard front bumper
- Tires and Wheels: Front and rear all terrain tires, must match drive train





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following

**FSA Base Specification**

- Engine: Manufacturer's gas or diesel engine, air cooled, overhead valve, keyed electronic ignition, 20 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Chassis: Standard front bumper
- Tires and Wheels: Front and rear all terrain tires, must match drive train



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- FSA Base Vehicle Requirements: 2 programmed keys and fobs if available, full-size spare tire if available
- Dimensions (Approximate): Length- 115", height- 51", width- 56", wheel base- 79", curb weight- 1,500 lbs., GVW- 2,900 lbs.
- Power: 7 hp electric motor, 8-6 volt heavy duty batteries, 48 volt
- Transmission/Axle: Enclosed internally lubricated differential/transaxle, 2-wheel drive
- Chassis/Steering/Suspension: 1,250 lbs. towing capacity, 2,900 lbs. GVW, frame type chassis, suspension matched for GVW of vehicle
- Tires And Wheels: Off/on road type tires, wheels rated for GVW of vehicle, tires to be traction type rated for GVW of vehicle
- Performance: 45 mile range, 19 mph minimum
- Brakes: Manual parking brake, disc or drum type, 2 or 4 wheel breaks
- Body: Rear mounted hitch for towing 2", pick-up type box with sides and tailgate, 2 passenger seating



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Boat: Aquatic Weed Cutter Workboat**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- General Dimensions: Height- 8', width- 7'3", length- 15', height from waterline- 48", boat draft- 4" to 6", weight- 2,285 lbs.
- Engine: 3-cylinder diesel engine, liquid cooled electric start, and charging system
- Hydraulics: Triple pump design, 27 gpm, eco-friendly hydraulic fluid
- Propulsion: Twin hydraulic outdrives, weed and mud design propellers
- Vessel Hull: Fiberglass/kevlar design, deck mounted cutter and loader
- Boom Cutter: Hydraulic drive, full articulation to cut 5' below waterline
- Front End Loader: Marine-type vegetation bucket
- Operator Station: All hydraulic function/propulsion function controls
- Trailer: Trailer to be designed specifically for this workboat. Must meet all federal, state, and local laws for a trailer operated on the highway.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Bulldozer: 180hp**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Minimum 6-cylinder 180 hp diesel engine
- Transmission: Power shift (3 forward, 1 reverse minimum) or hydrostatic drive (variable)
- Undercarriage: 7 rollers each side minimum, top roller each side minimum, manufacturer's standard length track, manufacturer's standard track width, 24" grouser width
- Dozer Blade: Width- 128", height- 48", 2.5 cubic yd. blade capacity, PAT type blade, power angle and tilt, hydraulically controlled
- Weight: Minimum operating weight- 43,000 lbs.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Bulldozer: 70hp**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Minimum 4-cylinder 70 net hp
- Transmission: Hydrostatic, infinitely variable speed, constantly variable
- Undercarriage: Minimum 5 rollers, standard grouser minimum of 16", top roller each side
- Dozer: Minimum width- 96", minimum height- 32", minimum 1.88 cubic yd. blade capacity, power angle tilt (PAT) type blade



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Bulldozer: 90hp**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Minimum 4-cylinder 90 net hp
- Transmission: Hydrostatic, infinitely variable speed, constantly variable
- Undercarriage: Minimum 6 rollers, standard grouser minimum of 18", top roller each side
- Dozer: Minimum width- 104", minimum height- 36", minimum 2.5 cubic yd. blade capacity, power angle tilt (PAT) type blade



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Chipper: Brush Chipper**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions: Weight- 6,800 lbs., width- 72", height- 100"; length- 176", 15" chipping capacity
- Engine: 122 hp diesel engine, over center type clutch, heavy duty air cleaner, spin on type filters
- Chassis: Main frame constructed of rectangular tubing or in.zin. section, 7,000 lbs. axle torsion type, electric brakes with breakaway switch, ST 235/80R16 tires load range E, steel wheels, drop leg jack, 2 1/2" diameter lunette or 2 5/16" ball hitch, adjustable height hitch, safety chains, 6-way light connector, all wiring in conduit to lights, four function rear lights
- Feed System: Infeed throat opening- 20" x 15", serrated infeed rollers, feed rollers hydraulically driven, feed table height- 27", feed table length- 30", safety control bar around infeed opening for emergency stop
- Chipper Drum Or Disc: Drum type- 22" diameter x 22" width, 2 knife pockets 180 degrees apart, dual edge reversible knives, extreme duty bearings, adjustable bedknife (reversible), disc type: 37" x 2" diameter disc, 4 knives reversible
- Chipper Housing: Easy access door for knife changes, drop down door for anvil adjustment or clean out, chipper housing to be constructed for maximum safety and operator protection
- Discharge Chute: Rotation of 360 degrees, adjustable chip deflector locking pin for chute rotation
- Miscellaneous: 26 gal fuel tank, engine shutdown system, locking tool box, vandalism protection



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Compactor: 80,000 lbs. Landfill Compactor**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight- 80,000 lbs.
- Engine: Turbocharged diesel engine 400 hp minimum, spin on type filters
- Transmission/Hydraulic System: Mechanical or hydrostatic drive will be acceptable (2 speeds forward and 2 speeds reverse minimum), spin on type hydraulic filters
- Operating Station: Enclosed sound suppressed cab, air filtration system, air conditioned, heater and defroster, gauges and engine monitoring shutdown system, adjustable suspension seat, outside mirrors, work lights, windshield wipers and washer
- Electrical System: 24 Volt
- Wheels: Compaction wheels- 48" width minimum, wheel diameter- 58" width minimum, chevron chopper blades, weld-on or pin-on teeth type wheels acceptable, anti-wire wrapping device if applicable, cleaner bar if applicable
- Blade: Straight or U type trash blade acceptable, 14' blade minimum, 6' blade height minimum, full width trash screen on top of blade, bolt on cutting edges
- Miscellaneous: Fully shielded engine compartment, removable belly pan, landfill shielding package if applicable





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Compressor: Air Compressor - Trailer Mounted**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Approximate Dimensions: Weight- 1,950 lbs., length- 79", width- 40", height- 47"
- Engine: 49 hp Tier 4 Engine, 12 Volt electrical system, engine protection system, gauge package
- Compressor: 185 cfm @ 100 psi, rotary or reciprocating style compressor, 2 service valves
- Trailer: 3,700 GVW axle rating, manufacturer rated tires, fold up tongue jack
- Enclosure: Fixed weather enclosure over entire engine/compressor, 2 full size tool boxes



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight- 40,000 lbs., minimum gross weight (with payload)- 91,000 lbs.
- Engine: Turbocharged diesel engine 265 hp, 549 cubic in. minimum, spin on type filters, two stage air cleaner
- Transmission: 6 speeds forward, 1 speed reverse, top speed of 31 mph, hydraulic retarder
- Brakes: Disc type service brakes, disc type parking brake
- Axles & Differentials: Differential locks, planetary gear reduction final drives, inter axle differential lock
- Tires: Tubeless, radial off road hauler tires, 23.5 R 25 tire size
- Steering: 45 degree left or right articulation angle, secondary electric steering system for emergency steering, double acting steering cylinders
- Operating Station: Cab to be pressurized, heated, air conditioned and filtered, built in ROPS/FOPS protection, suspension type operators seat with seat belt, cab instrumentation or engine monitoring system with audible alarms, tinted glass windows, sun visor, front and rear intermittent windshield wipers, work lights, headlights, stop, tail and turn signal lights, left and right mirrors
- Body: Dump body tipping angle 70 degrees, mud flaps, two single stage double acting body hoist cylinders, 18 yd. heaped capacity, body rise time maximum 12 seconds
- Miscellaneous: 95 gal fuel tank minimum, guard or shielding package



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: All Terrain Walking Excavator**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: 15,873 lbs. 2x4, 17,196 lbs. 4x4 Option
- Engine/Cab: Diesel engine, minimum 95 net hp, roll over enclosed cab air conditioned and heated, hinged quick release side window for emergency exit (operational at all boom positions), hinged front window opening outward for safety (not inward reducing operator head room), gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant, mirrors, air suspension operators ft. seat, full size cab (width of machine)
- Travel System: Minimum high-speed travel- 5 mph, minimum grade-ability 70%, four tires
- Hydraulic System: Digging depth- 15'4", auxiliary hydraulic circuit and controls plumbed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, hydraulic swing system, stabilizers to be individually controlled in the vertical and horizontal positions
- Electrical System: Work lights
- Bucket: 4' wide grading bucket



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight- 15,590 lbs.
- Engine: 53 hp diesel engine, fuel capacity 26 gal
- Travel System: Minimum high-speed travel of 3.0 mph
- Undercarriage: Overall track length 9' 1", overall track width 11' minimum 7' 6", shoe width 17.7" minimum
- Operating Station: ROPS Cab to be air conditioned, heated and pressurized filtration system, opening front windshield, adjustable suspension type seat with safety belt, tinted safety glass, engine monitoring system with audible alarms, work lights
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 20' 11", bucket to be general purpose bucket, appropriately sized for machine and included
- Swing System: Swing radius 5' approximate, swing speed 9.0 rpm



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight- 38,000 lbs.
- Engine: Turbocharged diesel engine 113 hp
- Travel System: Travel speed of 3.2 mph
- Hydraulic System: Standard auxiliary hydraulic valve, main hydraulic system flow 72 gpm minimum
- Undercarriage: Overall track length 12' 10" minimum, overall track width 8' 5" minimum, shoe width 24"
- Operating Station: ROPS Cab to be air conditioned, heated and pressurized filtration system, intermittent windshield wipers, opening front windshield, adjustable suspension type operator seat with safety belt, work lights



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight- 76,550 lbs.
- Engine: Turbocharged diesel engine 257 hp, fuel capacity 145 gal
- Travel System: Travel speed of 2.9 mph
- Hydraulic System: Standard auxiliary hydraulic valve, main hydraulic system flow 144 gpm minimum
- Undercarriage: Overall track length 16' 2", overall track width 10' 6", shoe width 24"
- Operating Station: ROPS cab to be air conditioned, heated and pressurized filtration system, intermittent windshield wipers, opening front windshield, adjustable suspension type operator seat with safety belt, tinted safety glass, engine monitoring system with audible alarm, work lights
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 35' 6", bucket to be a general-purpose bucket, appropriately sized for machine and include
- Swing System: Swing radius 12, Swing speed 9.2 rpm



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: 7,105 lbs. minimum
- Engine/Cab: Diesel engine, minimum 23 hp, ROPS canopy, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant
- Travel System: Minimum high-speed travel 2.3 mph, minimum gradeability, 20 degrees, 11" wide rubber belt tracks
- Hydraulic System: Digging depth 9' minimum, auxiliary hydraulic circuit and controls plummed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, backfill blade, hydraulic swing system.
- Electrical System: Work lights



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight 45,000 lbs.
- Engine: 4-cylinder turbocharged diesel, 170 hp at 2200 rpm, spin on type filters, two stage air cleaner, 12 volt 100 amp alternator, 90 gal fuel capacity
- Track Drive: 2-speed automatic with manual override, high torque piston motors each track, planetary drives, travel speed high 3.4 mph, low 1.9 mph, automatic parking brake, individual track control
- Tracks: 23.6 pad size
- Operator Station: Acoustical lined, adjustable seat, tinted safety glass, filtered fresh air, heater, air conditioned, and defroster, wipers and washers, skylight, work lights
- Operator Station Controls: Electric engine monitoring system, auto idle, electronic joysticks on adjustable pedestals, pedals for travel and steering, low/high travel switch, engine speed control
- Safety Items: Electric horn, movement alarm, fire extinguisher, mirrors, right and left side
- Hydraulic System: Hydraulic oil cooler, 120 hp track drive motors (each), 64 hp swing motor, electronic hydraulic system monitor, spin on hydraulic filters, swing speed 7.0 rpm, automatic swing brake
- Boom: Telescopic boom, 180 degree boom rotation, 30' reach at ground level from center pivot to buck cutting edge
- Bucket: 60" ditching bucket provided with machine, quick attach type 1
- Weight: Minimum operating weight- 47,000 lbs.





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

**Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight 47,000 lbs.
- Carrier: 6-cylinder turbocharged diesel engine, 250 hp at 2200 rpm, spin on type filters, two stage air cleaner, 24 volt 70 amp alternator, 6-speed automatic transmission, 1 to 1 transfer case with front axle disconnect, one person carrier cab, air ride seat, heater, air condition, and defroster, 2-speed windshield wipers, tinted glass, isolated and acoustic lined, gauges to monitor engine functions, frame sized for GVW and stress of mounted upper structure, bolt on front bumper, desiccant type, spin on type, air dryer, fuel tank 50 gal minimum,
- Safety: Electric horn, west coast mirrors with convex spot mirrors, tow hooks, fire extinguisher, backup alarm
- Front Axle: 16,000 front drive axle, leaf spring suspension, 16.5"x5" "S" cam brakes, automatic slack adjuster, integral power steering, hydraulic axle lockouts, 425/65R22.5 on/off road tires
- Rear Axle: Tandem axles 40,000 lbs. rated, Hendrickson rear suspension, 16.5"x7" "S" cam brakes, automatic slack adjusters, 11R 24.5 traction type tires
- Upper Structure: Hydraulic system- 80 hp drive motor, 44 hp swing motor, automatic swing park brake, 50 gal oil reservoir, spin on hydraulic filters, swing speed 8 rpm, hydraulic remote control- travel and steering controls in upper structure cab, automatic brakes and axle lockouts, movement alarm, upper structure cab- isolated and acoustic lined, tinted safety glass, adjustable operators seat, heater, air condition, and defroster, work lights, wipers and washers, mirrors on left and right, skylight upper structure control-electronic joysticks on adjustable pedestals, engine monitoring lights or gauge with audible warning or automatic shutdown, pedals for steering and travel, low/high travel switch, electric horn, engine speed control bucket- quick attach type, 60" ditching bucket provided with machine, boom- telescopic boom, 180 degree boom rotation, 30' reach at round level from upper structure pivot to bucket cutting edge



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Vacuum Excavator - Trailer Mounted**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: 14,000 lbs. GVWR
- Engine: 36 hp diesel engine, water cooled, fully enclosed sound attenuated engine enclosure (including vacuum pump and high-pressure water pump), 15 gal fuel tank
- Vacuum Pump: 580 cfm at 15" of mercury, mounted inside engine enclosure, washable filtration cylinders, reverse pressure (to clear hose and offload liquids)
- High Pressure Water System: 400 psi at 4 gpm water pump, low water automatic shutdown, two 100 gal poly water tanks, 50' high pressure water hose on hose reel, 5' and 3' wand and control handle
- Controls: Lockable and waterproof, curbside located, oil pressure, water temperature, fuel and vacuum gauge, electronic throttle
- Tank: Full open rear door, door hydraulically opened, twin dump cylinders, 6" stainless steel portal shutoff, 800 gal debris tank capacity
- Boom: 4" pickup hose, hydraulically powered in/out and up/down, boom cradle, 360 degree movement, 2 dielectric 3" suction wands, 33' rubber suction hose
- Trailer: 7,000 lbs. dexter torsion axles, 14,000 lbs. GVWR, 10,000 lbs. jack stand, I beam construction, Pintle hitch, electric brakes with safety breakaway, LT235/85R16 tires, Stop/tail/turn lights



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight- 42,000 lbs.
- Engine: Turbocharged diesel engine 140 hp, spin on type filters, two stage air cleaner
- Travel System: Travel speed of 21 mph
- Hydraulic System: Standard auxiliary hydraulic valve, hydraulic system flow 99 gpm minimum
- Wheel Drive: Wheelbase 8' minimum, tire size 10:00x20, ground clearance 13" minimum, gradeability 61 percent
- Operating Station: Cab to be air conditioned, heated, and pressurized filtration system, intermittent windshield wipers, opening front windshield, vibration dampening cab mounts, adjustable suspension type operator seat with safety belt, tinted safety glass, engine monitoring system with audible alarms, work lights, stop/tail/turn and emergency flashers
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 30' minimum, bucket to be a general purpose bucket, appropriately sized for machine and included
- Swing System: Swing radius 7' approximate, swing speed 9.5 rpm minimum
- Miscellaneous: Fuel capacity of 77 gal minimum
- Blade/Outriggers: Front blade with 8' minimum, rear outriggers FLO



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Forklift: Cushion Tire - 4,000 lbs. Capacity**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 50 hp LP gas engine
- Transmission: Powershift type, inching pedal, 1 speed forward, 1 speed reverse
- Hydraulic System: 19.0 gpm at 2250 psi
- Chassis: Wheelbase- 46", tread width- 33" (with standard tires), ground clearance at lowest point- 3"
- Tire size: Front- 18.0 x 7 x 12 cushion tire, rear- 14.0 x 5 x 10 cushion tire, steering radius- 72"
- Brakes: Hydraulic service brakes, mechanical parking brake
- Lift: Two stage lift mast, Lift height minimum - 130", Lift capacity- 4,000 lbs., fork spacing- 7" to 32" minimum, tilt- 5 degrees forward, 10 degrees backward
- Miscellaneous: FOPS protection, work lights, seat belts



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Lift Capacity: 5,000 lbs. minimum capacity
- Lift Height: Minimum of 14'
- Weight: 12,800 lbs.
- Front Tire Track Width: 80"
- Turning Radius: 13'
- Engine: 70 hp diesel, 24 gal fuel tank
- Transmission: Fwd/rev shuttle shift, 4WD
- Tires: Front 16.9-24, rear 12-16.5 lug type tires
- Mast: 3 stage, side shift, fwd/backward tilt, load cushioning
- Operator Station: Adjustable seat, seat belt, FOP overhead guard, b/u alarm , ANSI safety compliant



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Forklift: Telescopic Tool Carrier/Telehandler**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Approximate Dimensions: Length- 196", width- 90", height w/cab- 93", wheelbase- 113", weight: 17,155 lbs.
- Engine: Diesel Tier 4 100 hp, Turbocharged, heavy duty cooling system
- Powertrain: Hydrostatic drive, 2 travel speeds low speed 3.0 mph, high speed 18 mph, all wheel drive, 3 steering modes- all wheel, crab, and front wheel, industrial lug type tires
- Comfort, Convenience And Safety: Certified ROPS cab with air conditioning and heat, suspension seat w/ seat belt, work lights, safety lights, and warning beacon, attachment controls in cab, engine gauge instrumentation
- Hydraulic System: Lift capacity 7,700 lbs., max lift 22', boom breakout force- 8,000 lbs.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

**Generator: 60kW Stationary**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Generator Requirements: Standby duty rated equal to the kW rating of the item group bid, 60kW, 75 kVA, 0.8 power factor, 480 volts 3 phase, 60 Hz, 1,800 rpm, directly connected to the engine flywheel housing with flex coupling, generator shall meet performance class G3 of IEC, unit shall be in compliance with and be UL 2200 labeled
- Engine: Water cooled diesel engine, sized for generator set, emission compliant engine
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for generator set
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries shall be enclosed in a factory assembled water protective, sound attenuated enclosure, critical grade silencer, companion flanges, flexible stainless-steel exhaust
- Fuel Tank: Double wall sub-base tank integral to enclosure, 24-hour capacity at 100% at full load, rupture basin with 110% capacity, locking fuel caps, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture alarm contact, must meet UL 142, must meet FDEP standards as applicable
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package
- Startup And Testing: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze (fuel provided by others), shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record Operating Voltage, Hz, Ph, and connected load (Amperage), package information consisting of make of generator, model, serial number of complete package, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1500-hour standard standby generator warranty, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

**Generator: 125kW Stationary**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Generator Requirements: Standby duty rated at 125.0 kW, 156.3 kVA, 8 power factor, 480 volts, 3 phase, 60 Hz, 1,800 rpm, directly connected to the engine flywheel housing with flex coupling, generator shall meet performance class G3 of IEC, unit shall be in compliance with and be UL 2200 labeled
- Engine: Water cooled diesel engine, sized for generator set, emission compliant engine
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for generator set
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure, critical grade silencer, companion flanges, flexible stainless-steel exhaust
- Fuel Tank: Double wall sub-base tank integral to enclosure, 24-hour capacity at 100% at full load, rupture basin with 110% capacity, locking fuel caps, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture alarm contact, must meet UL 142 and FDEP standards
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package
- Startup And Testing: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze (fuel provided by others), shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record Operating Voltage, Hz, Ph, and connected load (Amperage), package information consisting of make of generator, model, serial number of complete package, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1,500-hour standard standby generator warranty, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

**Generator: 150kW Mobile**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Generator Requirements: Standby duty rated at 150 kWe, 187 kVA, 8 power factor, prime power duty rating 135 kWe, 168 kVA, 0.8 power factor, main breaker shall be equipped with shunt trip, generator end shall be direct coupled to the engine flywheel with a flexible coupling, generator shall meet performance class G3 of IEC, jacket water heater
- Engine: 6-cylinder, water cooled, 1,800 rpm, diesel engine, current emission compliant diesel engine, spin on fuel and oil filters
- Voltage Change Over Switch & Distribution: Manual 3-position voltage change over switch to select each voltage as specified when the unit is not running, 1 Ph 120/240, 3 Ph 120/240, 3 Ph 120/208, and 3 Ph 277/480, a five-point connection shall be provided for ease of connection of load leads, one 50 amp, 120/240 vac, 1 Ph, twist lock receptacle, one 30 amp, 120/240 vac, 1 Ph, RV type receptacle, two 20 amp, 120/240vac, 1 Ph, duplex receptacle, two 20 amp, 120/240 vac, 1Ph, duplex GFI receptacle, each receptacle shall be protected by a individual circuit breaker, a receptacle shall be provided to power both the jacket water heater and on-board battery charger, two thumb screw type connection points shall be provided for remote auto start.
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, controls shall provide for auto start/stop functions, a emergency stop push button will be installed, a voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions, a switch shall be provided in the panel to turn all power off in the panel if not being used
- Enclosure: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure, the sound attenuated enclosure noise level is not to exceed 73-75 dba @ 21', oil and water drain lines shall be provided and extend to the enclosure wall with valves for easy service, critical grade silencer, companion flanges, flexible exhaust-flex, keyed alike lockable doors
- Startup & Commissioning: One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician, the startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include but not be limited to the following items- all product shall be new and of current design, initial filling of oil and antifreeze (diesel fuel by others), during startup, the technician shall record the



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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following information and provide to owner for his records- Operating Voltage, Hz, Ph, and connected load (Amperage) [if any], package information consisting of make of generator, model, serial number of complete package, and startup date, written information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1500-hour standard mobile generator warranty will apply, generator to be transported to authorized servicing dealer for warranty repair during normal business hours

- Trailer: The trailer must have a VIN and a certificate of origin



## **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

### **Generator: 500kW Mobile**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

#### **FSA Base Specification**

- Generator Requirements: Standby duty rated at 500 kW, 625 kVA, 0.8 power factor, prime power duty rating 450 kWe, 563 kVA, 0.8 power factor, main breaker shall be equipped with shunt trip, generator end shall be direct coupled to the engine flywheel with a flexible coupling, generator shall meet performance class G3 of IEC, jacket water heater with service valves to ensure coolant does not need to be drained if heater needs service
- Engine: 6-cylinder, water cooled, 1800 rpm, diesel engine, current emission compliant diesel engine, spin on fuel and oil filters, 120 vac, 1 Ph, 60 Hz input 10 amp, 24 vdc, output automatic battery charger, standard 4D lead acid batteries with battery rack and cables
- Voltage Change Over Switch And Distribution: Manual 2 position voltage change over switch to select each voltage as specified when the unit is not running 3 Ph 120/208, and 3 Ph 277/480, load leads shall be attached to the generator using two (2) forms and shall be rated for 2000 amps, generator will be equipped with both, five (5) compression lugs per phase rated for 400 amps each, 20 amp, 120 vac, 1 Ph, male receptacle shall be provided to power the jacket water heater, a 20 amp, 120 vac, 1 Ph, male receptacle shall be provided to power the battery charger, two thumb screw type connection points shall be provided for remote auto start
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, controls shall provide for auto start/stop functions, an emergency stop push button will be installed, a voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions, a switch shall be provided in the panel to turn all power off in the panel if not being used, a front face mounted circuit breaker shall be provided to protect the panel from any D.C. spikes
- Enclosure: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure, the sound attenuated enclosure noise level is not to exceed 80 dba @ 21', enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5,058 marine grade aluminum, oil and water drain lines shall be provided and extend to the enclosure wall with brass ball valves for easy service, critical grade silencer (25 db reduction), companion flanges, flexible exhaust-flex, keyed-alike lockable doors
- In Base Fuel Tank Trailer: Trailer shall be DOT approved with proper serial number data plate indicating weight capacity minimum of 20,000 lbs., trailer will have dual axles with torque springs to reduce overall height of package, standard 7 pin vehicle wiring connector to be supplied, trailer will have two rear level jacks with sand shoes and front leveling jack, trailer will have hydraulic brakes, trailer will have all necessary safety equipment to include, but not



### **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

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be limited to, an adjustable and removable pintle hitch, 36" safety chains, fenders, lights per DOT, and break away cable, tires will be minimum load range type "D" (8 ply rating) with matching steel rims, rims are to be finish painted, minimum 8-hour capacity at 75% load rating to determine single wall tank size, a mechanical fuel gauge will be provided, locking fuel cap, low fuel level alarm, all necessary vents and caps will be provided along with suction, return, and drain points

- **Battery Charger:** Battery will be installed in holding container with battery cables, current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger mounted inside generator set package, fully charged battery will be provided at time of delivery and startup, 120-volt shore power connector for battery charger
- **Startup And Commissioning:** One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician, the startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements
- **Conditions:** In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include, but not be limited to, the following items- all product shall be new and of current design, initial filling of oil and antifreeze (diesel fuel by others), during startup, the technician shall record the following information and provide to owner for his records- Operating Voltage, Hz, Ph, and connected load (Amperage-if any), written Information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) years or 1,000 hours standard mobile generator warranty will apply, whichever occurs first, generator to be transported to authorized servicing dealer for warranty repair during normal business hours
- **Trailer:** The trailer must have a VIN and a certificate of origin



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

**Generator: 500kW Stationary**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Generator Requirements: Standby duty rated at 500 kW, 625 kVA, 0.8 power factor, 480 volts, voltage options are- 120/240, 120/208 or 277/480 3 Ph, directly connected to the engine flywheel housing with a flex coupling, generator shall meet performance class G3 of IEC, unit shall be compliance with UL 2200 specifications
- Engine: 6-cylinder, water cooled, 1800rpm, diesel engine, emission compliant engine to stationary standby regulations.
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, control panel is NFPA110 compliant
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure with oil and water drain lines, enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5,058 marine grade aluminum, critical grade silencer (25DB Reduction), companion flanges, flexible stainless-steel exhausts flex
- Fuel Tanks: Double wall sub-base diesel fuel tank shall be integral to the enclosure, 24-hour capacity at 75% load rating, rupture basin will be of 110% capacity, locking fuel caps, all necessary vents and caps will be provided, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture basin alarm contact, must meet UL 142 and FDEP standards
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package.
- Startup And Commissioning: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation has been completed, approved by the local electrical inspector, and normal power is available, the vendor will perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze, shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record operating voltage, Hz, Ph, and connected load (Amperage), package information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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operation and maintenance manuals, two (2) years or 1,500 hours standard standby generator warranty, whichever occurs first, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Horizontal Directional Drill**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Width: 89"
- Height: 76"
- Weight: 20,700 lbs.
- Length: 20'
- Engine: 125 hp, liquid cooled diesel, meeting current emission level, 44 gal fuel capacity
- Operational: Thrust/pullback 28,000 lbs., carriage speed 240 fpm, spindle torque 4200' lbs., rotational speed 270 rpm, bore diameter 4", ground speed 3.0 mph, drill rack angle 14-21 degrees
- Controls: Touchscreen guidance display
- Drill System: Hydraulic vise, stakedown system, strike alert, remote lockout, work lights
- Drill Pipe: Rod diameter- 2.38", length- 10', weight- 73 lbs., bend radius- 108'
- Color: Manufacturers standard color
- Fluid System: Mixing



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Leaf Collector: Trailer Mounted**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Motor: 74 hp diesel engine, liquid cooled, current level emission compliant, 50 gal fuel capacity
- Fan: 27" fan, direct drive
- Pickup Hose: 16" diameter, 3 function hydraulically controlled arm, safety interlock
- Collection Body: 30 cubic yd. capacity w/ tailgate, scissor hoist, hydraulic dump
- Ride On Operator Station: All machine controls to be located at operator station, seat belt, emergency shutdown
- Dust Control: Dust control system, pump, 3 nozzles, 90 gal water tank
- Trailer: Frame, axles, tires, electric brakes will be sized for GVWR of unit, DOT compliant marking and lighting, pintle hitch, yellow flashers, tongue jack
- Color: Manufacturers standard color





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Lift: Scissor Lift - Self Propelled**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions (approximate): 64" x 29" platform, 36" extension deck, 25' working height (raised), 18' platform height (raised), lift capacity 500 lbs.
- Power: 24 volt, 4-6 volt batteries, on board charging system, dual front wheel drive
- Brakes: 2 or 4 wheel brakes
- Platform: Fixed rails, 36" extension deck, AC power to platform, lanyard attachment points
- Safety: Manual platform lowering, emergency stop on platform and ground control, descent alarm, hour meter, horn, pothole guards, on board diagnostic system, tilt lever sensor with alarm, scissor maintenance prop



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Light Tower: Hybrid Light Tower**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions (approximate): length- 174", width- solar panels retracted 69", height- 72", mast deployed height- 30', weight- 1,850 lbs.
- Generator: Perkins 403.F.11-10 kW Tier 4, 2 20A/120 v receptacles, electric start 12-30 gal fuel tank, auto mode- automatic start for low battery hybrid systems automatically switches between solar battery, generator, or standard household current
- Trailer: Axle 2000 lbs., 13in" wheels, hitch 3 position adjustable ball, stabilizers- 2 extendable outriggers, 1 trailer jack, top mounted fork pockets and single lifting eye, powder coated DOT rated trailer with lights, trailer weight- 1,850 lbs.
- Mast: 30' extendable mast in 3 stages wind stability to 40 mph rotates 90 degrees
- Lights: 4 quick connect 320 watt each, LED lights, dimmer control, instant on/off, 365 day programmable timer for lights, on/off, lens patter spread of 150 degrees, meets DOT anti-glare regulations
- Solar Panels: 5 100 watt panels, operating temperature- 40c to 46c 7
- Batteries: 4 deep cycle batteries, optional lithium cells, 12 volt, 220 amp hours



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Light Tower: Light Tower - Trailer Mounted**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions (Approximate): Length- 170", width- 51", height- 74", mast deployed height- 30', weight- 1,610 lbs.
- Engine: 3-cylinder diesel engine, 12 hp at 1800 rpm, engine protection shutdown system
- Generator: Wattage output 7,000 watt max, 6000 watt continuous, brushless type, 120/240 volts at 60 hz +/- 6% regulated, amps at 120/240v 50/25, insulation class
- FUEL TANK: 30 gal capacity, run time (approx.) 64 hours
- Trailer: Axle 1,800 lbs., 13" tire size, hitch 2" ball, leaf spring suspension, tongue jack, 4 outrigger jacks
- Control Panel: Individual breakers for lights, hour meter, cabinet lights, external receptacles- 1-30 amp 120/240 volt, twist lock, 1 GFC1, 15 amp 120 volt
- Mast: 32' extendable mast, 4 each metal halide light heads, 440,000 lumens, 360-degree mast rotation, fold down for transport, winch for mast extension



### **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

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#### **Loader: Loader Backhoe - 4x4**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

#### **FSA Base Specification**

- Engine: Minimum 87 hp diesel engine, dry type, radial seal air cleaner and pre-cleaner unit, spin on type engine oil filter
- Transmission: 4-speed power shift or power shuttle transmission
- Operator Environment: OSHA approved ROPS canopy shall be integral, two front and two rear work and driving lights Stop and turn signals with flashing hazard lamps Instrument panel with a complete set of gauges or an electronic monitoring device Standard horn and audible back-up alarm
- Brakes: Brakes shall be oil immersed, hydraulically actuated, multiple disc on final drive input shaft Brakes shall be completely enclosed and sealed, fully self-adjusting
- Loader (Single Tilt Cylinder): Loader shall be equipped with a return to dig mechanism, loader shall have positive down pressure sufficient to lift the tractor front end off level ground, loader bucket SAE heaped capacity of minimum 1.3 yd. with replaceable bolt on edge
- Backhoe: Fixed length dipper stick digging depth approximately 14', reach from swing center, approximately 18', dump height, approximately 11' 3", digging force approximately 8,000 lbs., bucket dig force, approximately 11,990 lbs., 24" general purpose bucket with replaceable teeth



**FSA23-EQU21.0: Heavy Equipment  
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**Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Minimum 3-cylinder 56 hp diesel
- Transmission: Hydrostatic drive forward, reverse, travel speed controlled by two hand levers
- Engine Equipment: Spin on type filters, dry type air filter
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, tires 10x16.5 extra walls, horn and backup alarm
- Brakes: Parking brake, hydrostatic main braking
- Loader: Front auxiliary hydraulics, foot or hand controls for bucket, minimum 62" wide construction bucket, operating capacity 1,800 lbs. minimum



**FSA23-EQU21.0: Heavy Equipment  
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**Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Minimum 3-cylinder 83 hp diesel
- Transmission: Hydrostatic drive forward, reverse, travel speed controlled by two hand levers
- Engine Equipment: Spin on type filters, dry type air filters
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, horn and backup alarm, tires 14x17.5 extra wall
- Brakes: Parking brake, hydrostatic braking
- Loader: Front auxiliary hydraulics, foot or hand controls for bucket, minimum 84" wide construction bucket



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Minimum 3-cylinder 74 hp diesel, spin on type filters, dry type air filters
- Transmission: Hydrostatic drive, forward, reverse, travel speed controlled by two hand levers
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, horn and backup alarm
- Brakes: Parking brake, hydrostatic braking
- Bucket: Minimum 66" construction bucket, bolt on, replaceable cutting edge for bucket, operating capacity 3,100 lbs. minimum



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Loader: Wheel Loader - 1.5 cubic yd.**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 77 hp, ROPS cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, 15.5-25 bias ply tires mounted on multi piece rims
- Loader: 1.5 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures, deluxe suspension seat with foam padding and backrest, articulated steering, clearance circle 34' .02", wheelbase of at least 7', minimum operating weight of 12,727 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and taillights





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Loader: Wheel Loader - 3.0 cubic yd.**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 140 hp, ROPS cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, 20.5-25 radial tires mounted on multi piece rims
- Loader: 3.0 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures; deluxe suspension seat with foam padding and backrest, articulated steering, 40 degrees minimum each direction, wheelbase of at 9' 4" minimum, minimum operating weight of 26,000 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and taillights



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Loader: Wheel Loader - 5.75 cubic yd.**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 280 hp, ROPS Cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, manufacturer's standard axle, 26.5-R25 radial tires mounted on multi piece rims
- Loader: 5.75 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures, deluxe suspension seat with foam padding and backrest, articulated steering, 40 degrees minimum each direction, wheelbase of 11' 4" minimum, minimum operating weight of 53,674 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and tail lights



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Low Speed Vehicle: Electric Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Classification: These vehicles are primarily used to transport people and limited cargo in the State of Florida on typical federal, state, county and city highways and roads that are posted for 35 mph or less and shall be designed to operate under typical environmental conditions, vehicles must conform to Federal Motor Vehicle Safety Standards, State of Florida Vehicle Safety Laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture
- Engine: 5.5 hp 4 kW electric motor, 48 volt lead acid batteries (8 batteries x 6v), 110v eagle on board charger, 50 miles per charge, max forward speed 25mph, digital speedometer and dashboard
- Dimensions (approximate): Length- 96", height- 76", width- 48", wheel base- 66.9", ground clearance- 5", body- plastic body and fiberglass roof, DOT windshield with wiper
- Comfort Items: 4 person seating with flip rear seat for cargo
- Chassis/Steering/Suspension: 10' turning radius, steel frame type chassis, 500lbs. GVW capacity
- Tires And Wheels: 205/50-10 tires, 10" aluminum rims
- Brakes: 4 wheel hydraulic, hand brake
- Safety Items: 100% Electric with zero emissions, 12v headlights and indicators, voltmeter, turn signals, side and rear-view mirrors, reverse alarm, non-slip flooring, neutral switch when vehicle is standing still, horn



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Motor Grader: Large**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Liquid cooled 6-cylinder diesel with minimum of 140 net hp @ 1900 rpm
- Transmission: Power shift with direct drive, minimum 8 forward and 4 reverse speeds Brakes: Wet multiple disc
- Steering & Articulation: Front steer plus articulated, minimum articulation 20 degrees
- Moldboard: Minimum 12' long
- Operator Environment: Low profile cab, cloth adjustable seats, gauges including hour meter, fuel, articulation, engine coolant temperature
- Tires: Minimum 13.0-24 10 PR 9" single piece rim



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Motor Grader: Small**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions (approximate): Length- 21', width- 7', height with cab- 10' 4", weight- 15,200 lbs.
- Engine: Diesel, turbocharged 110 hp, 39 gal fuel tank
- Drive Train: Hydrostatic drive or power shift, 2-speed gear box
- Brakes: Fail safe brake system
- Steering/Articulation: 18 degree articulation left or right, front wheel lean
- Moldboard/Blade: 10' sliding/tilting moldboard, 10' blade, circle side shift, scarifier- center mount, front mount or rear mount acceptable, adjustable turn table, blade float control
- Operators Station: Enclosed cab, front and rear windshield wipers, suspension seat, air conditioned and heated cab, gauge package work lights



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Mower: 15ft. Flex Wing Rotary Mower**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Deck: Mower shall be rotary, flex wing style, 10 gauge steel minimum, replaceable full-length skid shoes, shall be easy clean style
- Blade Carrier & Blades: 7 gauge steel minimum, 1" thick cross bar weldment, "Stump Jumper" pan design, 2 free swinging updraft cutting blades ½" thick, heat treated alloy steel minimum, blades shall overlap a minimum of 6" for uniform cut, blade spindles shall be 1 ¼" diameter minimum
- Wheels/Tires: 6 replaceable puncture resistant foam filled airplane tailwheels
- Power Distribution: Main driveline shall be CAT 5, slip clutch protection shall be featured, gears shall be straight bevel with tapered roller bearings, a power divider shall have a rating of 190 hp minimum, center and wing gearboxes shall have a minimum rating of 190 hp
- General Features: Mower shall attach to the rear of the tractor using a self-level-lift hitch, front and rear chain deflectors, tongue shall have a jack stand



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Mower: Remote Controlled Brush Mower**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Approximate Dimensions: Length- 57", width- 59", height- 33", weight- 990 lbs.
- Engine: 24 hp 2-cylinder gas, pressurized oiling system, electric start w/ 16v, 16 a alternator 5 gal fuel capacity
- Track Drive System: Two 48v electric motors, infinitely variable gear reduction transmissions, multi lug type tracks, neoprene rollers
- Mower Deck: Twin spindle deck, 10 gage mower deck, blade bar 2x22" with 4 free swinging blades, electric clutch assembly w/ integral safety brake, mowing height range- 2 to 7"
- Remote Control: Remote control to control mower functions- travel speed, cutting height, hours, radio signal strengt state of charge of remote control battery, and mower on/off, remote control working range 328', max range 984', auto stop feature for loss of radio signal, rechargeable lithium ion batteries
- Safety: One touch emergency shut off switch



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Mower: Electric Zero Turn Radius Mower**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Electric Power: 36 hp gas equivalent, electric power
- Battery: 22 kWh battery w/ charger, 7 hours of mowing time
- Deck: 60" deck, 1.5-5.5" height adjustment, side discharge
- Wheels: 24x12 drive wheels, solid deck wheels
- Operator Station: Suspension seat, all controls, ROPS bar
- Mowing Speed: 11mph (approximate)





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Mower: Zero Turn Radius Mower**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 25 hp gas engine, positive feed oil system with spin on filter, electric start
- Drive Train/Axles: Spin on hydraulic filters
- Deck: 60" heavy duty mower deck, 3 blade spindles, manual deck lift, 1" to 5" cutting height, deck engagement electric clutch
- Wheels: Front wheels- 13x6-6 ribbed, minimum, Rear wheels- 24x11.5-12 turf
- Comfort & Convenience: High back full suspension seat, ROPS bar
- Approximate Machine Dimensions: Length- 82", height- 72" with ROPS, width- 63" without chute



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Pallet Jack: Electric 4,500 lbs. Capacity**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: 900 lbs.
- Wheelbase: 51"
- Turning Radius: 58"
- Lift Capacity: 4,500 lbs.
- Travel Speed: 3.7 mph
- Turning Radius: 59"
- Gradeability: 8% (loaded)
- Drive: 1.3 kW drive AC motor, polyurethane drive wheels, electric brake, lift motor 1.2 kW
- Battery System: 150 Ah battery, integrated on board charger
- Controls: Tiller type control, multi-function control on tiller handle



### **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

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#### **Pipe Inspection: Battery Operated Pipe Crawler Inspection System**

Note: Due to the complexity of this type of equipment, it is suggested that the purchaser contact the vendor to ensure the item ordered is a complete, ready to work unit and is compatible with the end user's software/hardware requirements and performance expectations.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

#### **FSA Base Specification**

- Width: 6"
- Height: 5.5"
- Length: 28"
- Weight: 65 lbs.
- Depth Rating: 160'
- Pipe Range: 8" to 12"
- Speed: 12m/min maximum
- Pull Force: 130 lbs.
- Sensors: Incline, roll, leak, pan/tilt, distance
- Tether Reel: Motorized reel, 1,000' tether capacity, 1,600 lbs. break strength
- Battery Power: 19.2 VDC, 5 hour battery life, capable of optional hybrid power
- Lighting: 900 LM
- Controller: Weatherproof, splashproof, joystick type controls, battery powered
- Camera: 360 degree pan, 1080p/2mp resolution, tilt 280 degrees, zoom 10x optical 120x digital, focus auto or manual, exposure auto or manual



## **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

### **Pump: Mobile Pump**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

#### **FSA Base Specification**

- Design Requirements: Discharge size- 6", suction size- 6", capable of 1,750 gpm minimum, capable of 160' Total Dynamic Head (TDH) minimum, Duty Point, maximum- 1,000 gpm minimum at 120' Total Dynamic Head (TDH), solids handling capability size, minimum size- 3"
- Engine: Diesel engine, appropriate to pump size at continuous duty, emission compliant engine, industrial grade exhaust muffler and rain cap, oil and coolant drain lines with ball valves, low water level shutdown switch, 12 VDC system with battery rack and cables, 50 gal minimum fuel tank with low fuel level alarm and shutdown
- Pump: Check valve, self-priming system
- Controls: Solid state, microprocessor-based pump controls, controls shall provide all operating, monitoring and control functions for the pump set, controller will also provide 2 fully programmable contacts for input and output signals accordingly, controller will provide remote start stop control with adjustable ramp (speed) time control, UL 508 R and CSA C22.2 No. 14 approved
- Trailer: The manufacturer shall mount the diesel engine and pump unit with the above 50 gal subbase tank on a street legal DOT approved trailer, this trailer will be able to be rated for a safe travel at speeds of 60 mph and not be limited to the following specifications- trailer design shall be such that the county/city may easily remove the entire engine, fuel tank and pump from the trailer, 12 VDC electric system, lunette or military type towing ring with safety chains, single point lifting bar, license plate bracket, sand shoe type support stands front and rear, torque spring axles to meet load of trailer, the trailer must have a VIN and a certificate of origin
- Startup And Commissionsing: Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roadway Advisory Board: Mobile Message Board**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Display Panel: Minimum panel size 72"x48"
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2" minimum ball coupler, meets manufacturer and highway safety requirements



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roadway Advisory Board: Mobile Speed Board**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Display Panel: Amber or red LED, 12" minimum speed limit sign
- Radar Speed Unit: Miles per hour, directional radar
- Data Collection: Data and analysis software included
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2" minimum ball coupler, meets manufacturer and highway safety requirements



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roadway Advisory Board: Mobile Speed Board/Automatic Licence Plate Reader**

Note: Due to the complexity of this type of equipment, purchaser should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software requirements. It is recommended the vendor be contacted to assist with determining these factors prior to purchase.

Unit bid will be ready to work with batteries, carrying cases, technical manuals, etc.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Power System: 3 AGM type batteries, integral 120v charger, 5 to 7 day runtime, solar panel
- License Plate Reader: 2 cameras, tablet processor, software, automated hotlist alerting, plate search and vehicle filtering
- Digital Speed Display: 12" digital display, configurable, flashing excessive speed message capability
- Radar: Radar included
- Posted Speed Limit Sign: Metal sign included
- Connectivity: Cellular connectivity
- Trailer: DOT approved trailer, all weather protection, maximum vandal protection



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Display: 15 lamps minimum, 48"x96" panel size
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2" minimum ball coupler, meets manufacturer and highway safety requirements





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roller: Compaction Roller 30,000 lbs. - Single Drum**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight with open rops 15,200 lbs.
- Drum/Vibratory System: Maximum compaction shall not be less than 30,000 lbs., drum shall have a compaction width of not less than 66", drum shall be smooth and not be less than 48" in diameter, vibratory system shall be hydraulically driven and have two amplitude settings, drum shall be equipped with an adjustable cleaning device, drum and vibratory pack shall be isolated from the machine during normal operation
- Engine/Cab: Turbocharged diesel engine, minimum 74 hp operator station shall be mounted to the frame with rubber mounts to further isolate the operation and controls from machine vibration during operation, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant temperature with an alert sounding device activated whenever a warning indicator is illuminated, a backup alarm shall emit an audible alarm whenever the propel lever is moved into reverse
- Travel System: A machine must be hydrostatic driven for the rear axle and the drum drive motor
- Electrical System: 12 or 24 volt electric system, maintenance free battery supplying 750 cold cranking amps, wiring harness protected with nylon-braided wrap



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight 22,000 lbs.
- Drum/Vibratory System: Drum compaction width on both drums no less than 70", drum shall be smooth and not less than 48" in diameter, vibratory system shall be hydraulically driven, drum shall be equipped with scrapers both front and rear of both drums, drum shall be hydraulically driven and have two (2) amplitude settings
- Engine: Diesel engine of not less than 100 hp, reverse alarm for reverse operations
- Travel System: The machine shall be hydrostatically driven, steering shall be center articulated and oscillated
- Miscellaneous: Unit shall be equipped with pressurized water for both drums, electrical system shall be 12 or 24 volt



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight 5,423 lbs.
- Drum/Vibratory System: Drum compactor width on both drums no less than 47", drum shall be smooth and not less than 27.5" in diameter, vibratory system shall be hydraulically driven, drum shall be equipped with scrapers both front and rear of both drums, drum shall be hydraulically driven and have two amplitude settings
- Engine: Diesel engine of not less than 25 hp, reverse alarm for reverse operations
- Travel System: The machine shall be hydrostatically driven, steering shall be centered articulated and oscillated
- Miscellaneous: Unit shall be equipped with a pressurized water system for both drums, electrical system shall be 12 or 24 Volt



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.**

Note: Incomplete unit. This is a bid award on a combination sewer cleaning/vacuum unit to be mounted on an appropriately sized cab & chassis truck. Agencies purchasing this unit will need to provide a cab & chassis truck of appropriate size, GVW, and options necessary to have the selected combination sewer cleaner/vacuuming unit mounted on or have the truck provider assist in ordering the correctly outfitted truck. All items factory installed unless otherwise noted.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Air/Vacuum System: Positive displacement vacuum pump or centrifugal compressor, 3,500 CFM @ 14.5" of mercury minimum, muffler, vacuum relief valves, centrifugal separator with clean out, PTO or hydrostatic drive
- Debris Tank: 10 cubic yd. capacity, 45 degree hydraulic dump, top hinged, hydraulic door locks, sight glass or indicator, drain valve with hose, check ball system or vacuum breaker
- Boom Assembly: 270 degree boom working area, hydraulic up/down, clean out port, transport cradle, 8" boom hose, pendant control
- Water Pump: 2,500 psi, 80 gpm, pressure relief valve, wash down gun with relief valve
- Water Tank: 1,000 gal capacity, curb side fill, level indicators
- Hose Reel: 800' of 1" hose capacity, 400' of 1", 2,500 psi hose supplied, power in/out, reel speed control system, position lock system, engine and hose reel controls, level wind
- Drive System: Hydrostatic transfer case, split PTO, or auxiliary engine or transfer case



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Sewer Cleaner: Trailer Mounted Sewer Cleaner**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 60 hp diesel engine, water cooled, engine enclosure, 15 gal fuel tank
- High Pressure Water Pump: 4,000 psi at 18 gpm, pressure relief valve, triplex type pump, low water shutdown, multi-flow type system (pressure change without changes to engine rpm)
- Controls: Located next to hose reel, ignition, throttle, gauge package (tachometer, hour meter, oil pressure, volts, and low oil/high temp shutdown), water control valve
- Water Tank: 700 gal capacity, high density polyethylene with baffles, sight gauge 2 ½" overhead tank fill, anti siphon, air gap type, strainer, tank drain
- Hose Reel: 800' capacity of ½" high pressure sewer hose, hydraulic power in and out
- Hose Reel Drive Hydraulic System: Hydraulic pump 8 gpm, 15 gal hydraulic reservoir, spin on type hydraulic filter
- Trailer: 12,000 lbs. GVW, 6"x3/16" frame, tandem axle 2 5/16" hitch, tongue jack, 235/80 r 16" tires, fenders, breakaway switch, lighting as required by Federal and State laws, reflective striping, toolbox with locking system, LED directional arrowstick, warning beacon (tank mounted)
- Equipment Furnished: 500' of ½" high pressure sewer hose, 100' of ¼" hose and nozzle for small pipe, washdown gun and 25' of hose with quick disconnects, tiger tail hose protector, nozzles to be furnished, 15 degree, 35 degree, chisel point, grenade flushing type, skid assembly, and rotator nozzle



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Shop Tools & Equipment**

Due to the complexity of this type of equipment, there are no base unit specifications. Purchaser should research and verify the model offered will meet their desired performance expectations. It is recommended the vendor be contacted to assist with determining needs, prior to purchase.

Units bid must be ready to work, with all necessary components and user manuals.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Shredder: Mobile Shredder**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Approximate Dimensions: Weight- 27,000 kg, length-15 740mm, width- 2 520mm, material feeding height- 3 395mm, belt discharge height- 4 030mm
- Engine: Diesel, 540 hp @ 2100 rpm, Turbocharged w/ intercooler, 750 li fuel tank
- Powertrain: Hydro-static drive w/ auto speed control, variable displacement drive motors, axial piston pumps, variable displacement
- Rotor: Rotor diameter 920mm, rotor 30 max rpm, rotor shredding length 3,000 mm, rotor knives 33, reversible type, counter knives 23, adjustable rotor screen
- Controls: Gauge package, w/ engine protection shutdown, shredder control unit to protect from overloading, overheating and damage of the powertrain
- Conveyor: Hydraulic driven conveyor, raised and lowered by hydraulics
- Trailer: Trailer to be constructed and sized for the installed unit, and will meet all local, state, and federal laws for use on highway, hydraulic support legs



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Solid Waste Material Handler: Wheeled Type**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Tier IV final diesel engine, 132 hp, spin on filters, two stage air cleaner
- Weight: Minimum operating weight 48,000 lbs.
- Travel System: 2 speeds- 0-3.0 mph/0-12.0 mph
- Hydraulic System: Main hydraulic system flow 80 gpm
- Undercarriage: Two axles with all wheel drive, 8- 10:00x20 solid tires
- Operating Station: Cab to be climate controlled with pressurized filtration, hydraulic elevating cab, sliding door window and tilt out front window, tinted windows with safety glass, adjustable suspension seat with safety belt and seat heater, catwalk with handrail, fire extinguisher, rear view and right view camera system, halogen work lights on roof cap
- Working Equipment: Purpose built material handling boom and stick, safety check valves on boom and stick cylinders





**FSA23-EQU21.0: Heavy Equipment  
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**Stump Cutter**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 35 hp gasoline engine, 6 gal fuel tank, positive feed oil system with spin on filter, heavy duty air filter, 12 volt starting/charging system
- Ground Drive: Hydraulic ground drive, 2-speed travel, hydraulic brake system, hydraulic steering system, hydraulic system spin on filter, 4 gal hydraulic reservoir
- Cutter Drive: Electric drive clutch, adjustable V belt drive
- Cutter Wheel: 17" diameter, 16 dual cutting edge teeth, teeth pocket mounted, cutter wheel guard
- Controls: Hour meter, low-oil shutdown, boom swing left and right, boom up and down, travel forward and reverse, steering, operator presence shutdown
- Approximate Dimensions: Weight- 1,320 lbs., length- 110", width- 49", height- 53"
- Cutting Dimensions: Above ground- 24", below ground- 15"



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

**Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 4-cylinder diesel engine, 74 hp minimum, 120 amp alternator, fuel water separator, 30 gal fuel tank capacity
- Transmission: Hydrostatic drive type, 35 gal reservoir, capable of 20 mph minimum
- Cab: Sealed type cab with filtered intake, tilt and telescoping steering column, tinted glass, sound suppressed, intermittent windshield wipers with washer, full gauge and warning lights for engine monitoring, climate controlled cab, heater, defroster and air conditioned, if cab is not center mounted, it must have dual controls for operating on either right or left hand side
- Frame: 116" wheelbase, rail type channel frame
- Safety Items: Dual west coast mirrors with spot mirrors, headlights, turn, brake and hazard lights, worklights for gutter brooms, cab mounted warning strobe light with protective cage, backup alarm, rearview backup camera
- Brakes/Steering: Hydraulic power assisted service brakes, parking brake, turning radius 15' maximum
- Debris Hopper: 3.5 yd. capacity minimum, 9' 6" minimum dump height
- Conveyor: Rubber belt type with flights, hydraulic drive
- Main Broom: 32" diameter minimum, 56" width tube type, hydraulic drive
- Gutter Brooms: Right & left side brooms to have adjustable down pressure located in cab, 36" diameter minimum, segmented type broom, hydraulic drive
- Water Spray System: 220 gal water tank, run dry type water pump, 15' hydrant fill hose, water spray jets adjacent to all brooms, water filter
- Pick Up Head: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, 72" outside dimension, 12" pressure hose, 12" suction hose, spring type suspension
- Blower: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, direct hydraulic drive, cast aluminum with abrasion resistant coating, blower housing rubber lined



**FSA23-EQU21.0: Heavy Equipment  
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**Sweeper: Cabover Mechanical Broom Street Sweeper**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Cab Chassis: Engine- 6-cylinder diesel, 200 hp minimum, transmission- automatic transmission to meet the correct engine size and GVW of vehicle, hydrostatic drive is acceptable, engine equipment- alternator- 12V/130 amp, fuel water separator, 50 gal fuel tank, cab- dual operating position type cab to include- steering, controls, etc. for sweeping from either side, rubber floor mats, air ride seating, pressurized cab with heat and air conditioning, instrumentation for truck- oil pressure, water temperatures, voltmeter gauges, instrumentation for sweeper- tachometer, hour meter, oil pressure, coolant temperature gauges, frame- rail type 80,000 psi, size- 10.9" x 3.5" x .34", frame overhang, wheelbase 130" minimum, front steel bumper, safety- Dual West Coast bright finish heated mirrors with LH & RH remote, intermittent windshield wipers, daytime running lights, backup alarm, auto shutdown, axles- front axle- 11,900 lbs. GVW, rear axle- 21,000 lbs. GVW, single speed rear axle, 22.5 x 8.25 steel wheels- disc type, 11R x 22.5 14-ply radial tires, brakes- antilock brakes, front air brakes- 15 x 4 drum, rear air brakes 16.5 x 7 drum, automatic slack adjusters- front and rear, air dryer- frame mounted
- Mounted Sweeper Body (Standard Equipment): Engine- 4 cylinder diesel, 47 hp, governed at 2,800 rpm, spin-on oil filter, alternator- 12V/60 amp, side brooms- right & left side gutter brooms (tilt control in cab), hydraulically raised & lowered, 42" diameter- segment type adjustable down pressure (Manual)- optional down pressure pump, main broom: length- 58" minimum, diameter- 35" minimum, hydraulic motor- direct or chain drive and reversible, full floating trailing arms w/shocks, lift control inside cab, sweeper body- overall height- 10' with strobe, lift capacity- 11,000 lbs. minimum, 4.5 cubic yd. hopper, dump height- 10' minimum. lift design- hydraulic 2-stage scissors, hopper inspection door, work lights- 1 on each gutter broom and one in rear, hydraulic system- hydraulic pump capacity minimum- 24 gpm @ 2,600 rpm, pump- dual tandem gear, reservoir - 21 gal, spin-on 10 micron hydraulic pump, externally mounted reservoir level indicator, water spray system- water tank construction- polyethylene and removable, water tank capacity- 280 gal minimum, fill hose 2 ½" x 16' with NST coupler, diaphragm pump type with run dry capability, pump capacity- 3.0 gpm minimum, minimum of 9 spray nozzles- 2 min per gutter broom, 3 min for main broom, water filter- 80 micron mesh cleanable, conveyor/elevator system- minimum of 9 flights- replaceable, belt material- rubber reinforced fabric, belt speed- variable with auxiliary engine rpm, drive- reversible with direct drive, elevator jam warning light & buzzer in cab, conveyor flush- built in



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Sweeper: Compact Air Sweeper - 2.3 cubic yd.**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Operating Weight: 8,800 lbs. GVWR, empty weight- 5,900 lbs.
- Engine/Transmission: 78 hp, hydrostatic drive
- Brakes/Tires: Drum type brakes (power assist), front tire size 6.50 R10, Radial, rear tire size 225/75 R10 Radial
- Sweeper Dimensions: Height- 72", width- 52", length- 162"
- Hopper: 2.3 cubic yd. capacity
- Gutter Brooms: Equipped with left and right side gutter brooms, front mounted 33.5" diameter, overall sweeping width 122"
- Water System: 66 gal recirculation water system capacity, 40 gal clean water system capacity
- Lighting/Safety: Lighting package to enable vehicle to operate on the road, work lights for operation of vehicle at night, amber warning beacon, intermittent wipers
- Comfort Items: Cab to be air conditioned and heated, suspension type operator seat
- Instrumentation: Full instrumentation to monitor operation of vehicle
- Fan Unit: Centrifugal type fan, wear resistant blades



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Sweeper: Regenerative Air Street Sweeper**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Cab & Chassis: Engine- 6-cylinder diesel, 200 hp minimum, transmission- Allison 2000 series, 5-speed automatic, engine equipment- alternator: 12 volt 100 amp, fuel water separator, cab- cab over, with rust preventative coating, dual operating position type cab to include- steering, controls, etc., for sweeping from either side, rubber floor mats, air ride suspension seats, both sides, pressurized cab with heat and air conditioning, instrumentation for truck- oil pressure, water temperature, voltmeter gauges, instrumentation for sweeper- tachometer, hour meter, oil pressure, coolant temperature gauges, frame- wheelbase- 152" minimum, front steel bumper, fuel tank- 50 gal, safety- west coast mirrors with lower mounted convex mirrors, intermittent windshield wipers, daytime running lights, backup alarm, auto shutdown system for sweeper power plant, axles- front axle- 11,900 lbs. GVW, rear axle- 21,000 lbs. GVW, single- speed rear axle, 22.5 x 8.25 steel wheels- disc type, brakes- air dryer
- Mounted Sweeper Body: Engine- 4-cylinder turbocharged diesel, 99 hp minimum, blower- direct belt drive, blower rating- 20,000 cfm, blower housing, pickup head- 90" OD, hose size- 14" pressure, 12" suction, hydraulically raised and lowered, side brooms- right and left side gutter brooms, hydraulically raised and lowered, 42" diameter- segment type, adjustable downward pressure, sweeper body- 7 yd. volume metric capacity, 50 degree dump angle or raker bar, centrifugal dust separator, hopper dump door to hydraulically open/close, lock and unlock, hopper screen- hinged, quick release, hydraulic system- direct drive hydraulic pump, water spray dust control system- water tank construction- polyethylene, 220 gal capacity, fill hose- 16' long, diaphragm pump type with run dry capability, pump capacity- 5 gpm pump pressure- 25 psi, 7 spray nozzles, 4" pickup head, 1" suction tube- 2 on each side of broom, filter- 80 mesh cleanable



**FSA23-EQU21.0: Heavy Equipment  
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**Sweeper: Self-Propelled Hydrostatic Broom**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Weight: Minimum operating weight 5,500 lbs.
- Engine: Diesel engine 74 hp at 2,200 rpm, pre-cleaner 54 clone or equivalent, 27 gal fuel tank
- Travel System: 2-speed hydrostatic drive, high speed travel, 20 mph, 225/75R15 tire size, joystick direction controls, or foot pedal, front or rear wheel steering
- Cab: Roll over and falling object protective structures, enclosed cab with air conditioner, heater and defroster fan, front windshield wiper, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant, right and left side doors, right and left side mirrors, shall have safety lighting package and night operating lighting package
- Broom: Minimum 7' 6" poly or poly-steel brush, brush shall have quick charge core system, minimum 150 gal brush watering attachment, shall have variable brush down-pressure control, brush shall be hydraulically driven



**FSA23-EQU21.0: Heavy Equipment  
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**Tactical Vehicle: Skid Steer Mounted (The Rook)**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Vehicle Platform: CAT multi-terrain loader, 84 hp diesel engine, 2-speed powertrain, operating weight 13,000 lbs., fuel tank 26 gal, hydraulic quick coupler, enclosed ROPS cab with air conditioner and heater, dual level suspension undercarriage with self level, advanced machine information and control system
- Cab Armored Protection: Bullet proof glass, NIJ Level IV armor cab reinforcement fabrication
- Armored Deployment Platform: integrated video system, breaching ram, vehicle extraction tool, grapple claw



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Tool Carrier: Hydrostatic Drive**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 90 hp turbo diesel, heavy duty radiator with high flow fan with reversing, clean out valve, canister style air cleaner with pre-cleaner, electric start with engine pre-heat, full engine gauge package, 30 gal fuel tank
- Power Train: Hydrostatic, variable displacement piston transmission pump, two, heavy-duty, 4 wheel drive, steerable axles with parking and service brake, 3 steering modes- 4-wheel round, front wheel and 4-wheel crab, approximately 9,000 lbs. GVW (without attachments)
- Travel Speed: Work mode- variable 0-5 mph, travel mode- variable 0-20 mph
- Comfort, Convenience & Safety: Full air ride, suspension seat, certified ROPS canopy with AC, heat, am/fm radio with Bluetooth, tilt steering column with horn, seat belt with safety switch, turn signals and brake lights, flashing safety lights as well as dot reflector tape
- Attachment Options: Front lift arms with universal skid steer mounting plate for 10 skid steer attachments- broom/sweeper, 90" rotary mower, 88" flail mower, dozier blade, stump grinder, pallet forks, cold planer, big roll sod installer, landscape rake, rotary tiller, right side rotary mower, right side flail mower, right side boom/reach mower, 15' belly mower
- Conditions: In addition to equipment specified, mower will be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA emission standards and all motor vehicle standards as established by the US DOT regarding the manufacturer of motor vehicles





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Tractor: Agriculture Tractor - 4x2**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Liquid cooled diesel with minimum of 75 PTO hp @ 2,200 rpm
- Transmission: Synchroshuttle type with a minimum of 8 forward and 3 reverse speeds
- Fuel Tank: Minimum 23 gal capacity
- Brakes: Oil cooled hydraulic
- Power Take Off: Speeds rpm- 540/1,000
- Hydraulic System: Open center system with standard remotes, standard output @ remote gpm- 10, main pump flow 17 gpm
- 3-Point Hitch: Electronic or mechanical 3-point hitch control, Category II, telescopic stabilizers, SAE lift capacity @ 24" standard lbs.- 3,600, lower draft arm link ends- extendable
- Tires: Not less than 18.4R-28 R1 radials, not less than 7.5L-15, 6-Ply F2



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Tractor: Compact Articulating Tractor - AWD**

Note: Incomplete equipment. Unit bid is for the prime mover only, without attachments. Buyer should select attachments needed from the option list to complete the machine. Examples of attachments available are: bucket, grapple and/or forks. This will affect the final price.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 4,500K- Briggs & Stratton 31 hp Vanguard M54
- Transmission: Manufacturer's standard hydrostatic
- Performance Items: SDLA controls for complete one-handed control of speed, direction, lift & auxiliary functions, weight transfer- transfers weight to front axle for added stability (optional 4,500K)
- Safety Items: Automatic PTO shut-off when weight is removed from seat, standard seatbelt, standard ROPS system, neutral assist
- Tires and Wheels: Manufacturer's standard tires and wheels (optional turf or bar tires)
- Attachment and Accessories: 30 commercial grade attachments for a variety of applications (sold individually, not factory installed), uses Ventrac quick hitch system for quick transition between applications



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Tractor: Small Agriculture Tractor - 4x4**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Liquid cooled diesel with minimum of 29 PTO hp @ 2,200 rpm
- Transmission: Hydrostatic drive or mechanical type transmission, 4WD front axle
- Fuel Tank: Minimum 7 gal capacity
- Brakes: Oil cooled hydraulic wet disc
- Power Take Off: Speeds rpm- 540
- Hydraulic System: Open center system with standard remotes, maximum main pump flow-6.3 gpm
- 3-Point Hitch: Category I, SAE lift capacity @ 24" standard lbs.- 1,435
- Tires: Not less than 11.2 x 24 rear, not less than 5-15 6-ply front



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Tractor: Tractor with Boom Mower - 4x4**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: Liquid cooled diesel with minimum of 95 PTO hp @ 2,200 rpm
- Transmission: Synchroshuttle type with a minimum of 16 forward and 16 reverse speeds, 4WD front axle
- Fuel Tank: Minimum 38 gal capacity
- Brakes: Oil cooled hydraulic
- Power Take Off: Speeds rpm- 540/1000
- Hydraulic System: Closed center system with standard remotes, maximum pressure psi- 2,900, standard output @ remote 17 gpm, total of 29 gpm combined flow
- Point Hitch: Category II, telescopic stabilizers, SAE lift capacity @ 24" standard lbs.- 5,000, lower draft arm link ends- extendable
- Tires: Not less than 13.6R24 R1 rear radials, not less than 18.4R30 6-Ply F2
- Mounted Boom Mower: Minimum 23' boom reach, forward and reverse swing break away, integral frame, separate hydraulic circuit for mower head, 5' rotary cutter head, disc or bar type blade holder



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**Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR**

All trailers must In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions: Deck width- 8' 6", overall deck length- 25', dovetail length- 5', GVWR- 16,000 lbs.
- Frame: 5" channel side rails, 3" channel cross members on 16" centers, 4" channel undercarriage, 2" x 3/8" rub rail with stake pockets, pintle hitch
- Deck: 2 x 8 pressure treated deck, Galvanized deck screws, 5' dovetail, spring assist stand up ramps
- Axles: Tandem 8,000 lbs. Dexter oil bath axles (2), electric brakes, breakaway brake system with well cell battery
- Lighting System: Protected turn/stop/tail lights, wiring run in conduit, heavy duty trailer plug
- Miscellaneous: Spare tire and rack, lockable tool box, primed and painted- choice of color, tongue jack rated for GVWR of trailer



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Deck Over Equipment - 40,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Deck: 24' overall, 19' w/ 60" dovetail, 96" width
- Decking: 2" hardwood
- Ramps: 60" fold up ramps, 22" width
- Tiedowns: Heavy duty tiedowns
- Axles: (2) 22,500 lbs. axles, oil lubricated
- Brakes: Air brakes, w/ ABS
- Suspension: Multi-leaf, sized for GVWR of unit
- Tires: (8) 215/75R x 17.5 16 ply Radial
- Lighting: LED, DOT compliant stop, tail, turn and clearance
- Coupler: Adjustable pintle eye
- Jack: 2-speed jack, sized for trailer



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Detachable Neck Lowboy Trailer 100,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Deck: 50' overall, 24' clear deck length, 14' rear over axles, 8'6" deck width, swing out outriggers
- Decking: 1 ½" hardwood decking
- Ramps: Front folding ramps
- Tiedowns: 5 pair heavy duty tiedowns
- Flagholders: 2 pair
- Axles: 3, sized to meet GVWR of unit, oil lubricated
- Brakes: Air brakes, w/ ABS, automatic slack adjusters
- Suspension: Air ride type, sized for GVWR of unit
- Tires: 235/70R 22.5 Radial tires
- Lighting: LED DOT compliant stop/tail/turn, clearance, and mid turn
- Detachable Gooseneck: 48" kingpin height, fixed neck, 96" swing radius, hydraulic lift, hydraulic support, toolbox on neck



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions: Width- 7', length- 16', 7,000 lbs. GVWR
- Frame: Formed angle top and bottom sills, all exposed steel primed and painted, positive lock ball coupler, tongue jack, safety chains- DOT rated
- Floor/Walls/Roof: ¾" exterior grade plywood floor, ¼" plywood interior liner, .030" prefinished aluminum exterior, state colors, smooth galvanized steel or one-piece aluminum roof, fiberglass front cap, extruded aluminum bottom trim, extruded aluminum roof cove with drip rail, double locking door on rear
- Axles: Tandem 3,500 lbs. torflex axles, 15" wheels, 205 x 15 trailer rated tires, electric brakes with breakaway switch
- Lighting System: Protected turn/stop/tail lights, clearance lights, wiring run in conduit, heavy duty trailer plug
- Miscellaneous: Spare wheel and tire





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Length: 205"
- Width: 89"
- Weight: 4,600 lbs.
- GVWR: 9,900 lbs.
- Frame Construction: I beam type frame, specifically engineered to mount Knapheide KUVCC Body on
- Front Jack: Manual
- Rear Leg Stabilizers: 2 rear leg stabilizers
- Axle: 10,000 lbs. Torflex axle, oil hubs
- Brakes: Electric brakes
- Wheels and Tires: Dual rear wheels, tires sized for GVWR of unit
- Lighting: LED type, stop/turn/tail, backup
- Utility Body: Knapheide KUVCC body
- Doors: Continuous hinges, rotary latches, adjustable strikers, double panel, dual seals, master lock, hold open springs
- Roof: Cross braced, rotary latches, adjustable strikers
- Rear Cargo Doors: Double panel, hold open shocks, door seals, rotary latches, adjustable strikers
- Interior Lights: LED lighting
- Shelving: 250 lbs. rating, hemmed dividers
- Floor: 1/8" treadplate w/cross sills
- Undercoating: Entire unit to be undercoated
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**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Deck: 43' overall, 27' clear deck length, 4' dovetail
- Decking: 1 ½" hardwood decking
- Ramps: 8' x 3', fold up ramps, hydraulically raised
- Tiedowns: 8 pair heavy duty tiedowns
- Flagholders: 2 pair
- Axles: 2 sized to meet GVWR of unit, oil lubricated
- Brakes: Air brakes, w/ ABS, automatic slack adjusters
- Suspension: Spring type, sized for GVWR of unit
- Tires: 235/75R 17.5 Radial tires
- Lighting: LED DOT compliant stop/tail/turn, clearance, and mid turn
- Gooseneck: 48" kingpin height, fixed neck, 84" swing radius, toolbox on neck
- Landing Gear: 2 speed, 50,000 lbs. capacity



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- GVWR: 13,500 lbs.
- Deck: 75" x 14', ground flat loading
- Lift Mechanism: Hydraulic
- Suspension: Rubber or air
- Deck: Steel treadplate
- Brakes: Electric on all axles
- Tires: 235/80R16 LRE Radial
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame adjustable
- Tie Downs: Heavy duty D-Ring



**FSA23-EQU21.0: Heavy Equipment  
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**Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions: Deck width- 8' 6", overall length- 48', deck length- 25', hydraulic tail- 12' (8' with 4' fold under)
- GVWR: 70,000 lbs.
- Frame: Cambered "I" beam main frame, 49" kingpin height, 16" kingpin setting, 82" swing clearance, 8' upper deck length
- Deck: 1 ½" apitone or oak decking, 1 ½", floor plate over wheels, traction plate on hydraulic tail
- Hydraulic Tail: 8' main tail, 4' fold under tail, hydraulic actuated with tail lock, 14 degree load angle
- Landing Gear: Pin drop type or 2 speed type
- Axles/Suspension/Tires: 2- 22,500 lbs. axles, oil seal hubs, 6.5 x 17.5 steel wheels, 235/75R x 17.5 radial tires, air brakes with automatic slack adjustors, ABS brake system, air ride suspension with auto and manual controls
- Lighting: LED lighting, wiring in conduit, mid turn signals, lighting as per DOT regulations
- Miscellaneous Equipment: 12,000 lbs. hydraulic winch mounted on upper deck over kingpin, wireless control, toolbox on upper deck, hydraulic tail controls both sides, air ride controls with dump valve



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trailer: Leachate Tanker - 6,500 gallons**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Approximate Dimensions: Length: 42', fifth wheel height- 49", capacity- 6,500 gal, operating pressure- 15 psi w/ vacuum relief
- Tank Construction: Stainless steel, external ring, one compartment, 6,500 gal, straight round w/ slope to rear, two baffles, three manways (lug) one located center and one in each baffled section, two manway cleanouts (4 lug) located in front head and rear head at bottom
- Top Walkway: Gripstrut 12" width, extending from rear to front manway, with handrail, and ladder to access walkway
- Discharges, Valves, and Plumbing: Pressure/vacuum relief valve 15 psi in manhole cover, 6" discharge w/ sliding gate valve at rear of tank drain pump, 4" discharge to pump w/ valve, manufacturer's plumbing to allow gravity discharge or pump discharge or filling, gravity discharge at rear of tank to utilize cam lock fittings and caps
- Pump: Hydraulically driven, bi-directional pump, controls at rear, stainless piping for pump hydraulics from pump to front curbside for truck attachment
- Hose Carriers: Located on fenders
- Cabinets: Two cabinets mounted curbside and roadside ahead of suspension
- Trailer Constuction: Stainless steel frame
- Axles: Two axles sized for GVWR of unit, oil lubricated hubs
- Brakes: Air brakes w/ ABS and rollover protection, aluminum air tanks, automatic slack adjusters
- Tires: Radial tires sized for GVWR of unit, aluminum wheels w/ mudflaps
- Landing Gear: Sized for GVWR of unit
- Lights: LED clearance, stop/turn/tail, all wiring run in protective conduit, worklight, w/ switch at rear, all wiring run to junction box at front of trailer
- Color: Stainless Steel



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**Trailer: Livestock Trailer - 7,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- GVWR: 7,000 lbs.
- Stall Size: 76" x 16'
- Interior Height: 6' 6"
- Doors: Side escape door and full swing rear, center cut gate
- Deck: Treated pine
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: Electric on all axles
- Suspension: Multi-leaf
- Tires: 205/75R15 Radial
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame ball style
- Jack: 2,000 lbs. heavy duty



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**Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- GVWR: 14,000 lbs.
- Bed: Grease fittings on all hinges, D-ring tie downs
- Bed Size & Frame: Width- 6' 8", length- 14', deck height- 24", tube steel box, 10GA bed floor, rear stabilizers, 12,000 lbs. tongue jack, 20" high sides and tailgate minimum
- Bed Lift: Scissor type hydraulic lift, 12 volt power unit with battery, 15' pendant control
- Axles: Dexter easy lube or equivalent, sized for GVWR of trailer, 4-wheel electric brakes with breakaway
- Miscellaneous: Conspicuity type on sides, tail/stop/turn lights, 7-way trailer plug, tarp system, spare tire, pintle type hitch or ball (customer selected)



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**Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- GVWR: 7,000 lbs.
- Cooler Box Size: 72" x 12'
- Interior Height: 6' 5"
- Temperature Range: 0 to 50 degrees F
- Input Voltage: 120V 15A
- Insulation: R-25
- Food Safety: Anti-microbial gel or stainless interior coating
- Doors: 48" rear door with freezer strips
- Floor: ¾" keg duty floor
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: electric on all axles
- Tires: 205/75R15 Radial tires
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Jack: 2,000 lbs. heavy duty
- Coupler: A frame ball type





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Item Group Specifications**

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**Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Deck Size: 77" x 16'
- Sidewall Frame Height: 15" minimum
- Ramps: 48" rear folding tailgate
- Tie Downs: Heavy duty tie rings
- Deck: Treated pine
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: Electric on all axles
- Suspension: Multi-leaf
- Tires: 205/75R15 Radial tires
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame 2 5/16" ball adjustable 4 hole
- Jack: 2,000 lbs. heavy duty



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**Trailer: Waste Trailer with Walking Floor**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Dimensions: Length- 48', aluminum width- 102", side height- 100"
- Floor: Keith or Hallco running floor, extreme duty slats with center rib
- Crossmembers: 14" spacing
- Crosstubes: Center and rear crosstubes, bolt in style
- Lights: LED lights, mid turn lights.
- Tarp: Manual roll type- side to side, mesh type tarp
- Tailgate: Side swing- left or right, CAM locking system with safety chain, extreme duty hinges
- Landing Gear: Holland Mark V
- Axles: TP axles or equivalent, same inner and outer bearings, outboard mount hubs
- Suspension: Cast hangers, leaf springs
- Tires and Wheels: Steel disc 22.5 x 8.25, 11R22.5 Radial tires
- Miscellaneous: Tow hooks on rear, air deflector in front



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**Transfer Switch: 600 Amp Automatic Transfer Switch**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Automatic Transfer Switch: Maximum voltage rating of 600 VAC, 60 Hz, 1Ph or 3Ph, open transition (break-before-make) transfer logic, transfer switch must meet the related industry standards: UL 1008- automatic transfer switches for use in emergency systems, CSA- automatic transfer switches, NEMA- industrial control and systems AC transfer switch equipment, IEC- automatic transfer switching equipment
- Rating: 600 amp, 3 pole, 277/480 VAC, 60Hz, enclosure type- NEMA 3r
- Functional: The automatic transfer switch shall automatically transfer the load to the generator supply in the event of a utility supply failure and return the load to the utility supply upon restoration. The automatic transfer switch power switching devices shall be mechanically and electrically interlocked to prevent the utility and generator supplies from being interconnected. All timers should be field adjustable to ensure proper field site compatibility.
- Automatic Sequence Of Operation: When the voltage on any phase of the utility supply is below present levels of rated voltage for a preset time delay, a contact shall close to initiate start of the standby generator. The load shall transfer to the generator supply when the generator voltage and frequency have reached acceptable present levels and the warm up time delay has expired. When the utility supply is restored to the above present levels of rated voltage on all phases, load transfer from generator to utility supply shall be initiated following expiry of the utility return timer. Once the transfer mechanism operates and opens the generator power switching device, the transfer mechanism shall stop in the neutral position (with the both power switching devices open) for the duration of the neutral delay timer setting to allow load voltage to decay prior to reconnecting the utility supply. The load shall be re-connected to the utility supply once the neutral delay timer expires and the transfer mechanism continues operation and closes the utility power switching device. The load shall immediately re-transfer to the utility supply (if within acceptable limits) should the generator supply fail prior to the expiry of the utility transfer delay. The generator set shall continue to operate following a load transfer for a cool down delay period, and then a contact shall open to stop the generator set. An "on load" test mode may be initiated which shall cause a simulated utility failure condition and transfer the load to the generator set. The transfer sequence shall be the same as for a utility power failure except a neutral delay sequence shall occur when transferring from utility to a generator source. The load shall immediately retransfer to the utility supply (if within acceptable limits) should the generator supply fail during an "on load" test mode.



### **FSA23-EQU21.0: Heavy Equipment Item Group Specifications**

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- **Factory Testing:** A certified factory test report shall be shipped with each switch at time of shipment. The automatic transfer switch shall be factory tested prior to delivery to the purchaser. The following test shall be conducted by qualified factory personnel: visual inspection, mechanical tests, electrical tests, final inspection.
- **Field Testing and Commissioning:** The automatic transfer switch shall be field tested once installed at the project site to confirm proper operation of the system. Schedule and witness testing activities shall be coordinated with the project engineer, site contractor, and owner as required in advance of the testing date. A qualified local factory-trained field representative shall conduct the necessary test to ensure proper operation of the switch. Visual inspection-electrical and mechanical inspection to verify the installation is correct as recommended by the transfer switch manufacturer and as per National Electric Code (NEC) requirements. Mechanical tests- as a minimum, the following mechanical tests shall be performed on the transfer switch: power conductor torque verification, verification of mechanical interlock, manual ATS mechanism operation, all mechanical fasteners/wire connections tight, confirmations of correct transfer switch voltage, current and withstand ratings as is required for the application, Meggar testing the power cabling to the transfer switch, verification of correct power cabling phasing and phase rotation prior to energization, confirmation of settings for all timers & voltages sensors, full function test-normal operation- 3 complete cycles of failing the utility supply and transfer load to/from the generator set, verification of all test modes operates correctly.
- **Conditions:** In addition to equipment specified, each automatic transfer switch shall be equipped with all necessary equipment as specified by the manufacturer for this model and shall include but not be limited to the following necessary items: shrink wrap applied to the product to ensure a clean finish, one complete set of operation and maintenance manuals, a two (2) year or 1,500 hour from date of standard standby warranty will apply from date of successful startup, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Trencher: Walk Behind Trencher**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Engine: 25 hp gasoline engine, 7 gal fuel tank, positive feed oil system with spin on filter, 12 volt starting/charging system
- Ground Drive: Hydrostatic, rubber ground tracks, 7" track width, 31" track length on ground
- Trencher Drive: Hydraulic drive, 8 gal hydraulic reservoir, hydraulic system spin on filter
- Trencher Boom: Digging depth- 48", Auger diameter- 18", cutting width minimum- 4"
- Controls: Operator presence safety system, low-oil shutdown system, steering control, trencher controls, travel control, boom controls
- Approximate Dimensions: Weight- 1,550 lbs., length- 79", width- 34", height- 48"



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Underground Locating Equipment: Ground Penetrating Radar**

Due to the complexity of this type of equipment, there are no base unit specifications. Purchasers should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software, if required. It is recommended the vendor be contacted to assist with determining performance and compatibility needs prior to purchase.

Unit bid must be ready to work with batteries, carrying cases, and technical manuals.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Underground Locating Equipment: Utility Locator**

Due to the complexity of this type of equipment, there are no base unit specifications. Purchasers should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software, if required. It is recommended the vendor be contacted to assist with determining performance and compatibility needs prior to purchase.

Unit bid must be ready to work with batteries, carrying cases, and technical manuals.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 2 Column, Cabled**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 36,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base, voltage 208-230 3-phase
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 2 Column, Wireless**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 36,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 4 Column, Cabled**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 72,000 lb. ; 18,000 lb. per column minimum.
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 4 Column, Wireless**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 72,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, minimum rise- 67"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9"-24"
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 6 Column, Cabled**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 108,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, rise minimum- 67", fits tire sizes 9" - 24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 6 Column, Wireless**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 108,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, rise minimum- 67", fits tire sizes 9" - 24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards: training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 8 Column, Cabled**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 144,000 lb. ; 18,000 lb. per column minimum.
- Dimension: Width- 45", length- 48" minimum, rise minimum- 67", fits tire sizes 9"-24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Mobile - 8 Column, Wireless**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: Combined lift capacity of 144,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45" minimum, length- 48" minimum, rise minimum- 67", fits tire sizes 9" - 24"
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: 10,000 lbs.
- Dimension: minimum width- 125", minimum width between posts- 110", minimum extended cylinder height- 142.5", minimum full rise height- 72", minimum ceiling height required- 12'
- Operation: Speed of rise- fully lowered to fully raised in 50 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation w/ filter/lubricator/regulator, tire tool, manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.





**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: 12,000 lbs.
- Dimension: Minimum width- 139", minimum width between posts- 114 7/8", minimum extended cylinder height- 160", minimum full rise height- 72", maximum ceiling height required- 16'
- Operation: Speed of rise- fully lowered to fully raised in 90 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: 15,000 lbs.
- Dimension: Minimum width- 125", minimum width between posts- 120", minimum extended cylinder height- 160", minimum full rise height- 72", maximum ceiling height required- 17'
- Operation: Speed of rise- fully lowered to fully raised in 90 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection.
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Minimum Lift Capacity: 18,000 lbs.
- Dimension: Minimum width- 125", minimum width between posts- 118", minimum extended cylinder height- 142.5", minimum full rise height- 85", maximum ceiling height required- 17'
- Operation: Speed of rise- fully lowered to fully raised in 60 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 3.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Lifting Capacity: 10,000 lbs.
- Lifting Configuration: Versymmetric (symmetric & asymmetric) arms 3-stage front/3-stage rear, rise height- 74.125", overall height- 134"/140", overall height (cylinder extended)- 143", 2' height extension available, 3' height extension available, overall width- 138.5"/ 143", drive-thru clearance- 100"/104.5", floor to overhead switch- 128.5"/134.5", front arm reach- 20"-42", rear arm reach- 37.625"-60", screw pad height- 3.875"-6.125", inside columns- 110"/114.5", motor/voltage- 2 hp, 208V-230V, 60 Hz, 1 Ph, speed of rise- 38 seconds, ceiling height required 12', ALI/ETL certified



**FSA23-EQU21.0: Heavy Equipment  
Item Group Specifications**

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**Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated  
Turntables and Slip Plates 14k**

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

**FSA Base Specification**

- Lifting Capacity: 15,000 lbs.
- Lifting Configuration: Open or closed- front open max, wheelbase- 210", rise height- 78", overall length- 277.25", overall width- 142" front/134.5" rear, inside columns- 120", between columns- 222.5", height of columns- 99.5"/93.5", width of runways- 20", height of runways- 7", width between runways- 43" max, 2-wheel alignment- 194", 4-wheel alignment- 88"-158", air supply required- 90-120 psi, motor/voltage- 2 hp, 208V-230V, 60 Hz, speed or rise- 85 seconds, minimum recommended bay size- 12' x 26', ALI/ETL certified, colors available- red, blue, black



# FLORIDA SHERIFF'S ASSOCIATION CO-OP PURCHASING PROGRAM

Vetted Security Solutions is thrilled to announce the availability of select products and services through FSA's Cooperative Purchasing Program. Effective October 1<sup>st</sup>, 2023, Vetted's Public Safety trailers along with all available options can now be purchased through FSA23-EQU21.0. For more details, use the link located below, then locate the item you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for particular items. Follow the purchasing instructions and remember to send CPP a copy of your purchase order. Continue to scroll the bottom of the page to find links to all the bid supporting bid documents.

**FSA23-EQU21.0**

Contract Term: October 1, 2023 – September 30, 2025



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## INTRODUCTION TO FSA

The Florida Sheriffs Association, in partnership with the Florida Association of Counties, offers statewide purchasing contracts on a variety of vehicles, equipment and services that are available to all eligible\* agencies. While most agencies purchasing from our contracts are within the state of Florida, eligible\* agencies from other states have used the contracts if their governing purchases ordinance allows.

# FSA23-EQU21.0- Equipment

## ROADWAY ADVISORY BOARDS/

Mobile Speed Board/Automatic License Plate  
Reader / Mobile Message Board / Mobile Traffic  
Advisory / Directional Signal Board

|       |                                    |                 |          |
|-------|------------------------------------|-----------------|----------|
| # 337 | Vetted Standard ALPR Speed Trailer | VSS-STD-SPD-VLT | \$37,012 |
| # 343 | Metro Matrix Message Board         | WVTMM-L         | \$19,600 |
| # 326 | Three Line Message Board           | WTLMB-A         | \$21,607 |
| # 327 | Full Size Matrix Message Board     | WTMMB-A         | \$22,590 |
| # 334 | Radar Speed Trailer                | WSDT3-S         | \$13,448 |
| # 342 | Arrow Board Trailer                | WTSP55-LSA      | \$6,602  |



| Base Item Line # 337:    | PRICE:     |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------|------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FSA-VSS-STD-SPD-VLT      | \$ 37,012  | Vetted Standard ALPR Speed Trailer-FSA Spec with 13" Digital Display & Radar | ALPR Standard Speed Trailer with with upgraded 13" digital speed display & radar; 300W Solar; 3x 200Ah 12V AGM Batteries; 12VDC System; Includes VLT Kit with 2x 25mm L5F License Plate Reader cameras, tablet processor, software, automated hotlist alerting, plate search and vehicle filtering; Vigilant VLT Tablet processor, Cellular modem for connectivity, White Trailer Color unless specified (May require additional charges); Does not include Camera Security Enclosures (PN: VSS-L5F-ENC), DOT approved trailer, all weather operation, high-security battery and equipment boxes                                  |
| OPTION:                  | PRICE:     |                                                                              | DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| FSA-VSS-LTE-SPD-VLT-D    | \$ (8,611) | FSA Option for LITE ALPR Speed Trailer (add to FSA-VSS-STD-SPD-VLT)          | LITE Option (requires the purchase of FSA-VSS-STD-SPD-VLT): ALPR LITE Speed Trailer with 24" x 30" Metal Speed Limit Sign (not digital); 340W Solar; 3x 200Ah 12VDC AGM batteries in a 12VDC system (600 Ah Total); Includes VLT Kit with 2x 25mm L5F License Plate Reader cameras, tablet processor, software, automated hotlist alerting, plate search and vehicle filtering Black frame with white fenders and white custom battery box; 4G/5G Capable Modem; VVT Ready; Does not include Camera Security Enclosures (PN: VSS-L5F-ENC), DOT approved trailer, all weather operation, high-security battery and equipment boxes |
| FSA-VSS-STD-SPD-VLT-LR-U | \$ 5,280   | FSA Option for Long Run ALPR Speed Trailer (add to FSA-VSS-STD-SPD-VLT)      | Long Run Option (requires purchase of FSA-VSS-STD-SPD-VLT): ALPR Long Run Speed Trailer with 26" digital speed display, 340 watts solar, 4x 200 Ah AGM batteries, 24v design w/ Victron intelligent charge control system, License Plate Reader: 2 cameras, tablet processor, software, automated hotlist alerting, plate search and vehicle filtering, VLT components in aircraft grade aluminum housing; White Trailer Color unless specified (May require additional charges), DOT approved trailer, all weather operation, high-security battery and equipment boxes                                                          |
| FSA-VSS-STD-SPD-VLT-D    | \$ (5,369) | FSA Option for Standard ALPR Speed Trailer (add to FSA-VSS-STD-SPD-VLT)      | Standard Option (requires the purchase of FSA-VSS-STD-SPD-VLT): ALPR Standard Speed Trailer with with 24" x 30" Metal Speed Limit Sign; 300W Solar; 3x 200Ah 12V AGM Batteries; 12VDC System; Includes VLT Kit with 2x 25mm L5F Cameras; modem, White Trailer Color unless specified (May require additional charges); Does not include Camera Security Enclosures (PN: VSS-L5F-ENC), digital display or radar (VSS-SPD-SGN-13)                                                                                                                                                                                                   |

|                       |          |                                                                                                                        |                                                                                                                        |         |
|-----------------------|----------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------|
| FSA-VSS-SPD-SGN-26    | \$ 6,517 | ALPR Trailer Upgrade Metal Speed Limit Sign to 26" DCU Controlled Digital Speed Display with Radar (LITE version only) | ALPR Trailer Upgrade Metal Speed Limit Sign to 26" DCU Controlled Digital Speed Display with Radar (LITE version only) | Item 6. |
| FSA-VSS-WNC-DATA-CLSF | \$ 2,474 | ALPR Trailer Upgrade Wanco Traffic Data Classifier                                                                     | ALPR Trailer Upgrade Wanco Traffic Data Classifier                                                                     |         |
| FSA-VSS-L5F-ENC       | \$ 246   | ALPR Optional Security Upgrade; Single Vetted L5F Camera Enclosure; Requires Qty 2 Per Trailer                         | ALPR Optional Security Upgrade; Single Vetted L5F Camera Enclosure; Requires Qty 2 Per Trailer                         |         |
| FSA-VSBSCSVC-01       | \$ 525   | Camera License: Tier 1                                                                                                 | Camera License: Tier 1                                                                                                 |         |
| FSA-VSBSCSVC-02       | \$ 450   | Camera License: Tier 2                                                                                                 | Camera License: Tier 2                                                                                                 |         |
| FSA-VSBSCSVC-03       | \$ 400   | Camera License: Tier 3                                                                                                 | Camera License: Tier 3                                                                                                 |         |
| FSA-VSBSCSVC-04       | \$ 275   | Camera License: Tier 4                                                                                                 | Camera License: Tier 4                                                                                                 |         |
| FSA-SSUPSYS-COM       | \$ 995   | Start Up & Commissioning Fixed or Mobile LPR System                                                                    | Start Up & Commissioning Fixed or Mobile LPR System                                                                    |         |

| Base Item Line # 327: | PRICE: |  |  |
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|         |           |                                             |                                                                                                                                                                                                                                                                                                                                                   |
|---------|-----------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WTMMB-A | \$ 22,590 | Full Size Full Matrix Message Board Trailer | Full Size Full Matrix Message Board Trailer, Display 138" x 75", Hydraulic Lift, Text & Graphics, 7" Touchscreen Full-color Controller, 4ea 6V Batteries (400 Ah), 130 Watt Solar, Orange Powder Coat, 2" Ball Coupler, 15" Wheels, Welded Structural Steel Frame, Removable Drawbar. Line 327. Includes shipping to FL-call for quote outside FL |
|---------|-----------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| OPTION: | PRICE: |  | DESCRIPTION: |
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|                          |            |                                                                       |                                                                                                                                                                                                                                                                                              |
|--------------------------|------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FSA-WTMMB-WVTM-A-D       | \$ (1,432) | FSA Option for WVTM-A (add to FSA-WTMMB-A)                            | WTMMB-A Option to Mini Matrix Trailer (requires purchase of WTMMB-A)- 96" x 55" display, 85 Watt Solar, 4ea 6V Batteries (400 Ah)                                                                                                                                                            |
| FSA-VSS-XL-MSG-VLT-U     | \$ 32,872  | FSA Option for XL ALPR Message Board Trailer (add to FSA-WTMMB-A)     | ALPR XL Option Message Sign (requires purchase of WTMMB-A)- Mini Matrix 96" x 55" display, 555 Watt Tilting Solar Array, Hydraulic Mast, Upgrade to 3ea 12V AGM batteries, 12V system, 2ea LPR Cameras, Vigilant VLT tablet, Modem                                                           |
| FSA-VSS-XL-MSG-VLT-PTZ-U | \$ 40,853  | FSA Option for XL+PTZ ALPR Message Board Trailer (add to FSA-WTMMB-A) | ALPR XL with PTZ Camera Option Message Sign (requires purchase of WTMMB-A) - Mini Matrix 96" x 55" display, 470 Watt Tilting Solar Array, Hydraulic Mast for message board, electric mast for PTZ, Upgrade to 3ea 12V AGM batteries, 12V system, 2ea LPR Cameras, Vigilant VLT tablet, Modem |
| FSA-Q6135-LE             | \$ 2,649   | Axis Q6135-LE                                                         | 2 MP with 32X optical zoom                                                                                                                                                                                                                                                                   |
| FSA-Q6315-LE             | \$ 3,249   | Axis Q6315-LE                                                         | 2 MP with 31X optical zoom                                                                                                                                                                                                                                                                   |
| FSA-Q6075-LE             | \$ 3,100   | Axis Q6075-E                                                          | 2 MP with 40X optical zoom                                                                                                                                                                                                                                                                   |
| FSA-5502-431             | \$ 58      | Axis T94A01D                                                          | T94A01D Pendant Kit, 1.5" NPS threaded bracket, compatible with Axis Q6135-LE, Q6315-LE, Q6075-LE                                                                                                                                                                                            |
| FSA-2.0C-H5A-PTZ-DP36    | \$ 3,140   | 2.0C-H5A-PTZ-DP36                                                     | 2MP with 30X optical zoom                                                                                                                                                                                                                                                                    |
| FSA-4.0C-H5A-PTZ-DP36    | \$ 3,485   | 4.0C-H5A-PTZ-DP36                                                     | 4MP with 36X optical zoom                                                                                                                                                                                                                                                                    |
| FSA-8.0C-H5A-PTZ-DP36    | \$ 4,124   | 8.0C-H5A-PTZ-DP36                                                     | 8MP with 36Z optical zoom                                                                                                                                                                                                                                                                    |
| FSA-3PC-1EL              | \$ 750     | 3PC-1EL LinC License                                                  | LinC License                                                                                                                                                                                                                                                                                 |
| FSA-ACC7-ENT             | \$ 317     | ACC7-ENT Single Channel VMS License                                   | Single Chanel VMS License                                                                                                                                                                                                                                                                    |
| FSA-IRPTZ-MNT-NPTA1      | \$ 65      | NPT Pendant Adapter                                                   | NPT Pendant Adapter, compatible with Avigilon 2.0C-H5A-PTZ-DP36, 4.0C-H5A-PTZ-DP36, 8.0C-H5A-PTZ-DP36                                                                                                                                                                                        |

Also see Options for WTLMB-A

| Base Item Line # 326: | PRICE: |  |  |
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|         |           |                                            |                                                                                                                                                                                                                                                                                                                                 |
|---------|-----------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WTLMB-A | \$ 21,607 | Full Size Three-Line Message Board Trailer | Full Size Three-Line Message Board Trailer, Display 138" x 75", Hydraulic Lift, 7" Touchscreen Full-color Controller, 4ea 6V Batteries (400 Ah), 130 Watt Solar, Orange Powder Coat, 2" Ball Coupler, 15" Wheels, Welded Structural Steel Frame, Removable Drawbar. Line 326. Includes shipping to FL-call for quote outside FL |
|---------|-----------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| OPTION: | PRICE: |  | DESCRIPTION: |
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|                        |            |                                                                                                                                                                                                    |                                                                                                                                                                                                    |         |
|------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| FSA-WANVMS-RADAR       | \$ 1,400   | Radar Speed Package                                                                                                                                                                                | Radar Speed Package                                                                                                                                                                                | Item 6. |
| FSA-WANVMS-TRAFDATA    | \$ 2,793   | Traffic Data Collector                                                                                                                                                                             | Traffic Data Collector                                                                                                                                                                             |         |
| FSA-WANVMS-WANREM      | \$ 1,800   | Remote Control: Wanco 4G Modem w/ GPS & 10 Years Wanco Fleet Manager access (Wanco APN SIM Only)                                                                                                   | Remote Control: Wanco 4G Modem w/ GPS & 10 Years Wanco Fleet Manager access (Wanco APN SIM Only)                                                                                                   |         |
| FSA-WANVMS-CUSTREM     | \$ 2,533   | Remote Control: Digital 4G Modem w/ GPS - Customer Supplied Static IP SIM & 5 Years Wanco Fleet Manager access                                                                                     | Remote Control: Digital 4G Modem w/ GPS - Customer Supplied Static IP SIM & 5 Years Wanco Fleet Manager access                                                                                     |         |
| FSA-WANVMS-RVMS        | \$ 18,250  | Camera RVMS: Models Mini or Full adds electric winch mast and CAT5 cabling, PTZ Dome Camera, Modem (service not incl), security battery box, AGM Batteries                                         | Camera RVMS: Models Mini or Full adds electric winch mast and CAT5 cabling, PTZ Dome Camera, Modem (service not incl), security battery box, AGM Batteries                                         |         |
| FSA-WANVMS-SLR130-260W | \$ 1,200   | Increase 130Watt to 260Watt Solar Panel                                                                                                                                                            | Increase 130Watt to 260Watt Solar Panel                                                                                                                                                            |         |
| FSA-WANVMS-PDPKG       | \$ 2,333   | PD Package: Includes corrosion resistant paint, stainless steel hardware, upgraded security battery box with 2 x AGM Batteries, axle bar lock for WVTMM-L, Custom Paint (specify color with order) | PD Package: Includes corrosion resistant paint, stainless steel hardware, upgraded security battery box with 2 x AGM Batteries, axle bar lock for WVTMM-L, Custom Paint (specify color with order) |         |
| FSA-WANVMS-BATT2-AGM   | \$ 826.00  | Upgrade to Two AGM SLA 4D Batteries (WSDT3-S must include Security Battery Box)                                                                                                                    | Upgrade to Two AGM SLA 4D Batteries (WSDT3-S must include Security Battery Box)                                                                                                                    |         |
| FSA-WANVMS-BATT3-AGM   | \$1,861.65 | Upgrade to Three AGM SLA 4D Batteries (if on WSDT3-S must include Security Battery Box)                                                                                                            | Upgrade to Three AGM SLA 4D Batteries (if on WSDT3-S must include Security Battery Box)                                                                                                            |         |
| FSA-WANVMS-SECBAT-AGM  | \$1,173.33 | Security AGM Battery Box Replaces Std4/6                                                                                                                                                           | Security AGM Battery Box Replaces Std4/6                                                                                                                                                           |         |
| FSA-WANVMS-SECBAT-S    | \$ 405.93  | Security Battery Box Replaces Std 4/6                                                                                                                                                              | Security Battery Box Replaces Std 4/6                                                                                                                                                              |         |
| FSA-WANVMS-SECBAT-L    | \$ 980.00  | Security Battery Box Replaces Lrg 6                                                                                                                                                                | Security Battery Box Replaces Lrg 6                                                                                                                                                                |         |
| FSA-WANVMS-OUTRIG      | \$ 405.93  | Telescoping Outriggers                                                                                                                                                                             | Telescoping Outriggers                                                                                                                                                                             |         |
| FSA-WANRST-7PIN-RV     | \$ 73.33   | 7 Pin Trailer Wiring Adapter (RV Style)                                                                                                                                                            | 7 Pin Trailer Wiring Adapter (RV Style)                                                                                                                                                            |         |
| FSA-WANRST-7PIN-ROUND  | \$ 333.33  | 7 Pin Trailer Wiring Harness (Round)                                                                                                                                                               | 7 Pin Trailer Wiring Harness (Round)                                                                                                                                                               |         |

| Base Item Line # 334 | PRICE:    |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------|-----------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WSDT3-S              | \$ 13,448 | Compact Radar Speed Trailer with Traffic Data Classifier | Compact Radar Speed Trailer with Wanco Traffic Data Classifier System (Side Fire Radar-based, Nonintrusive) with Wanco Traffic Analyzer Software (Local USB Download Only), ICC Message Sign Touch Screen Controller for Creating Custom Messages, Includes: 130W Solar Array, Standard Battery Box with Two 12V 4D AGM Batteries and 45 Amp Battery Charger: Matrix Display 26" LED Amber Characters, 2" Ball Hitch, Welded Structural Steel Frame, Four 2,000 lb. Corner Stabilizer Jacks, 1,200 lb. Axle Assembly, Round Polyethylene Fenders that are Bolted to the Trailer Frame, 13" Wheels/Tires, Drawbar: Removable, Swivel Footpad Tongue Jack, Flat-four Light Plug, Powder-Coated Safety Orange, Hand Winch Telescoping of Regulatory Sign and Solar Panel, Weather-Resistant Aluminum Cabinet, Anti-glare Frosted Polycarbonate Window, Rotary Knob Selector Switch, Approach-only K-band Speed Radar (FCC Approved), 5 Year Wanco Manufactured Electronics Warranty (2 Year Radar Head Warranty), Speed Limit Sign: R2-1 Regulatory Speed Limit Sign with Changeable Speed Limit Numbers, Standard Size 24" W X 30" H. Line Includes shipping to FL-call for quote outside FL |

| OPTION:               |            | PRICE:                                                                                           | DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------|------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FSA-WSDT3-S-D         | \$ (3,145) | FSA Option for Standard Compact Radar Speed Trailer                                              | Downgrade to Compact Radar Speed Trailer (requires purchase of WSDT3-S): without Traffic Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Base Item Line # 342: |            | PRICE:                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| WTSP55-LSA            | \$ 6,602   | 15-Light Arrow Board Trailer                                                                     | 15-Light Arrow Board with 7 Display Patterns: 48" x 96" Aluminum Sign, 2" Ball Hitch, Two 12V Sealed Lead Acid Batteries (36 Ah Total Capacity), Solar: High-Efficiency Photovoltaic Solar Module, 50/55W Solar Panel Mounted Above Cabinet Welded Structural Steel Frame, Ballasted Trailer Deck, Axle Assembly 2,000 lb. with Double-Eye Leaf Springs, Four Adjustable Drop Stabilizer Legs, Round Polyethylene Full Wheel Fenders with LED Lights Bolted to the Trailer Frame, Hand Crank Winch Raises Sign and Solar Panel, Powder-Coated Safety Orange, Drawbar: Removable, Swivel Footpad Tongue Jack, Flat-four Trailer Lights Plug, Board Assembly: PAR 46 Amber LED Lamps, Visors to Enhance Visibility, Separate Weather Resistant Rotary Knob Controller with Solar Charger and LVD. Line 342. Includes shipping to FL-call for quote outside FL                                                                                                                                                                                                                                                                                            |
| OPTION:               |            | PRICE:                                                                                           | DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| FSA-WTSP55-LSAC-U     | \$ 6,807   | FSA Option for WTSP55-LSAC (add to FSA-WTSP55-LSA)                                               | Upgrade to 25-Light Arrow Board with 12 Display Patterns (requires purchase of WTSP55-LSA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Base Item Line # 343: |            | PRICE:                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| WVTMM-L               | \$ 19,600  | Metro Matrix Message Board Trailer, Large with AGM Batteries                                     | Metro Matrix Message Board Trailer, Large Display 96"x48", Includes Upgraded Two – 12VDC AGM Batteries - 400 Ah total capacity, 15 Amp Battery Charger, High-Efficiency Photovoltaic Solar Module, 130W Solar Panel, Welded Structural Steel Frame, Removable Drawbar 2" Ball Hitch, One Top-Wind Pad Tongue Jack, Round Polyethylene Fenders that are Bolted to the Trailer Frame, 2,000 lb. Axle Assembly, Double-Eye Leaf Springs, 15" Wheels/Tires, Four 2,000 lb. Corner Stabilizer Swivel Jacks, Telescoping Tower with 360° Rotation, Powder-Coated Safety Orange, Metro™ Matrix Display: 12 Variable Fonts, Full Range of MUTCD Graphics, Weather-Resistant Aluminum Cabinet, Powder-Coated Flat Black, Lexan® Window, Stainless Steel Hinges, Cooling Fans to Circulate Air, ICC (In Cabinet Controller): Capacitive 7" Touchscreen Controller, Full-color Touchscreen Display, Multi-level Password Protection, NTCIP Compliant, Easy to Use, Vandal Resistant when Deployed 5 Year Wanco Manufactured Electronics Warranty, Regulated by the Wanco Message Sign Control System. Line 343. Includes shipping to FL-call for quote outside FL |
| OPTION:               |            | PRICE:                                                                                           | DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| FSA-WVTMM-M-D         | \$ (2,134) | FSA Option for WVTMM-M with AGM (add to FSA-WVTMM-L)                                             | Metro Matrix Trailer Medium Option (requires purchase of WVTMM-L) Display 71"x48", 85 Watt Solar, Upgraded Two – 12VDC AGM Batteries - 400 Ah total capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| FSA-VSS-STD-MSG-VLT-U | \$ 25,906  | FSA Option for STD ALPR Message Board Trailer (add to FSA-WVTMM-L)                               | ALPR Standard Message Trailer Option (requires the purchase of WVTMM-L) Medium Metro Message Sign - Smallest form factor display, 71" x 48", 365 watts of solar, Upgraded 4ea AGM Batteries, 24V system, touchscreen message sign controller, 2ea LPR Cameras; FCC compliant approach-only K-band radar; White Trailer Color, Modem                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| FSA-TRL-KIT-LPR       | \$ 25,000  | Vetted Tech Refresh With Batteries                                                               | LPR Trailer Kit includes 2 Std Cameras; VSS-TRLR-UP-L5F-AGM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| FSA-WANVMS-RADAR      | \$ 1,400   | Radar Speed Package                                                                              | Radar Speed Package                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| FSA-WANVMS-TRAFDATA   | \$ 2,793   | Traffic Data Collector                                                                           | Traffic Data Collector                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| FSA-WANVMS-WANREM     | \$ 1,800   | Remote Control: Wanco 4G Modem w/ GPS & 10 Years Wanco Fleet Manager access (Wanco APN SIM Only) | Remote Control: Wanco 4G Modem w/ GPS & 10 Years Wanco Fleet Manager access (Wanco APN SIM Only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                    |           |                                                                                                                                                                   |                                                                                                                                                                                                    |         |
|--------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| FSA-WANVMS-CUSTREM | \$ 2,533  | Remote Control: Digital 4G Modem w/ GPS - Customer Supplied Static IP SIM & 10 Years Wanco Fleet Manager                                                          | Remote Control: Digital 4G Modem w/ GPS - Customer Supplied Static IP SIM & 5 Years Wanco Fleet Manager                                                                                            | Item 6. |
| FSA-WANVMS-RVMS    | \$ 18,250 | Camera RVMS: Models WTLMB or WTMMB adds electric winch mast and CAT5 cabling. No Camera, includes PD Package upgrade battery box, AGM Batteries, and Custom paint | Camera RVMS: Models Mini or Full adds electric winch mast and CAT5 cabling, PTZ Dome Camera, Modem (service not incl), security battery box, AGM Batteries                                         |         |
| FSA-WANVMS-PDPKG   | \$ 2,333  | PD Package for WVTMM-L, Custom Paint (specify color with order)                                                                                                   | PD Package: Includes corrosion resistant paint, stainless steel hardware, upgraded security battery box with 2 x AGM Batteries, axle bar lock for WVTMM-L, Custom Paint (specify color with order) |         |

## CONTACT US TODAY

PHONE: 727-440-3245

EMAIL: [sales@vettedsecuritysolutions.com](mailto:sales@vettedsecuritysolutions.com)

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**VETTED SOLUTIONS**



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council**

**FROM: Richard Gallant, Public Works Director**

**VIA: Francine Ramaglia, Town Manager**

**DATE: June 3, 2025**

**SUBJECT: Resolution No. 2025-38; Palm Beach Aggregates Best Interest Contract**

---

**Background:** The Public Works Department is interested in implementing a best-interest contract with Palm Beach Aggregates to furnish and deliver material including but not limited to DOT Code 11 Base Rock, 1.5" Minus Base Rock, #1 and #2 Fill.

The Town is currently under contract with Palm Beach Aggregates utilizing a piggyback contract from the Village of Wellington. The piggyback agreement is set to expire on July 31, 2025. Palm Beach Aggregates has decided to not renew their contract due to price increases.

To secure a contract prior to the existing contract expiring, the Public Works office Staff has obtained quotes from other local aggregate companies. However, upon review, the material the department purchases are not available or is more expensive than the Palm Beach Aggregates price increases.

**Recommendations:** Staff recommends approval of Resolution No. 2025-38.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2025-38

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH PALM BEACH AGGREGATES, LLC TO PROVIDE VARIOUS ROCKS AND RELATED GOODS AND SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide various rocks and related goods and services (“Goods”) within the Town’s jurisdictional limits; and

**WHEREAS**, Palm Beach Aggregates, LLC (“Contractor”) provides such goods and services at competitive prices; and

**WHEREAS**, the Contractor warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

**WHEREAS**, the Town obtained quotes for similar services from other contractors, and the Contractor provided the most competitive rates and is a local contractor; and

**WHEREAS**, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that a competitive solicitation procurement process for this service is not in the best interest of the Town; and

**WHEREAS**, the Town has determined that awarding the contract to the Contractor, as detailed in Exhibit “A” to this Resolution, serves a valid public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Resolution No. 2025-38

**Section 2.** The Town Council hereby approves the agreement between the Town and Palm Beach Aggregates, LLC for various types of rocks and related goods and services as described in Exhibit “A” to this Resolution.

**Section 3.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*

Resolution No. 2025-38

*Item 7.*

Councilmember Paul Coleman II, Seat 4

## AGREEMENT

**THIS AGREEMENT** is made this 7<sup>th</sup> day of May, 2025 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN," with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Palm Beach Aggregates, LLC**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR," with a mailing address of 20125 State Rd. 80, Loxahatchee FL 33470.

## RECITALS

**WHEREAS**, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the TOWN is in need of a contractor to provide goods and services to include various types of rocks for TOWN roads; and

**WHEREAS**, CONTRACTOR submitted pricing for the goods and services requested; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

**WHEREAS**, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the TOWN hereby engages the CONTRACTOR for the provision of goods and services, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

### 1. SCOPE OF WORK

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including various types of rocks, as set forth in the Proposal attached hereto as Exhibit "1" and incorporated herein.

1.2 The CONTRACTOR represents to the TOWN that the goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR acknowledges this Agreement is a non-exclusive agreement and the TOWN may contract with one or more other parties for the same or similar goods and services.

1.5 The CONTRACTOR warrants that the goods and services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those goods and services or as otherwise provided by the manufacturer.



## **2. USE OF AGENTS OR ASSISTANTS**

2.1 To the extent reasonably necessary to enable the CONTRACTOR to provide the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

## **3. FEE AND TERM**

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the Proposal attached hereto as Exhibit "1."

3.2 Should the TOWN require additional goods and services not included in this Agreement, fees and payment for such work must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional goods and services being provided by the CONTRACTOR.

3.3 The initial term of this Agreement shall commence August 1, 2025, and shall extend through July 31, 2027 ("Initial Term"), unless terminated earlier, as provided below. This Agreement may be renewed for one (1), one-year period upon the written agreement of both parties ("Renewal Period"). The Town Manager is authorized to execute such renewals on behalf of the TOWN, subject to the same terms and conditions as set forth herein.

## **4. MAXIMUM COSTS**

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services is as specified in the Proposal attached hereto as Exhibit "1," and no additional costs are authorized.

4.2 Any requests by the CONTRACTOR for additional costs not included in this Agreement must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional costs being invoiced to the TOWN.

## **5. INVOICE**

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid by the TOWN in accordance with the Local Government Prompt Payment Act.

## **6. DATA/DOCUMENTS**

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

6.2 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

6.3 The CONTRACTOR shall maintain adequate records to justify all payments made by the TOWN under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any trade secret information regarding its goods and services.

## **7. COMPLIANCE WITH LAWS**

7.1 The CONTRACTOR shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the TOWN as amended from time to time.

## **8. DEFAULTS, TERMINATION OF AGREEMENT**

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. If the CONTRACTOR does not remedy defaults within three (3) business days from the date of the notice or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such goods and services; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement at the end of the three (3) day period without further notice or demand. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice from the Town Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided through the date of termination. In the event goods have been ordered or are in the process of being manufactured, the TOWN must pay for all goods ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 Notwithstanding the foregoing, the parties acknowledge and agree that the TOWN is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated herewith in any fiscal year of the TOWN. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the TOWN's governing board in any fiscal year to pay the costs associated with the TOWN's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the TOWN

to be, insufficient to pay the costs associated with the TOWN's obligations hereunder in any fiscal period, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

## 9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

- A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not

contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

## **10. WAIVER OF BREACH**

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **11. INDEMNITY**

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

## **12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

12.1 This Agreement consists of the terms and conditions provided herein and, the Exhibits hereto. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the Exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **13. ASSIGNMENT**

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in

this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

#### **14. SUCCESSORS AND ASSIGNS**

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

#### **15. WAIVER OF TRIAL BY JURY**

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

#### **16. GOVERNING LAW AND REMEDIES**

16.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

#### **17. TIME IS OF THE ESSENCE**

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

## 18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager  
Town of Loxahatchee Groves  
155 F road  
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Palm Beach Aggregates, LLC  
20125 State Rd. 80  
Loxahatchee, Florida 33470

## 19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## 20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of

time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **21. COUNTERPARTS**

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

## **22. LIMITATIONS OF LIABILITY**

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **23. PUBLIC ENTITY CRIMES**

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

## **24. PREPARATION AND SURVIVABILITY**

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

24.2 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

## **25. PALM BEACH COUNTY INSPECTOR GENERAL**

25.1 Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed TOWN contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and



inspect the activities of the TOWN and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

## **26. ENFORCEMENT COSTS**

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to this Agreement's execution, validity, the obligations provided therein, or performance under this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

## **27. PUBLIC RECORDS**

27.1 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- D. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

**28. COPYRIGHTS AND/OR PATENT RIGHTS**

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

**29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

29.1 CONTRACTOR certifies that all goods and services provided pursuant to this Agreement meets all OSHA requirements. CONTRACTOR further certifies that, if any of the goods and services provided is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the goods and services into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**30. FEDERAL AND STATE TAX**

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

**31. PROTECTION OF PROPERTY**

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of its property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

31.2 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

**32. E-VERIFY**

32.1 Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- F. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

### **33. SCRUTINIZED COMPANIES**

33.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

33.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

### **34. HUMAN TRAFFICKING**

34.1 CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

**CONTRACTOR:**  
**PALM BEACH AGGREGATES, LLC, a**  
**corporation authorized to do business in**  
**the State of Florida**

By: \_\_\_\_\_  
Print Name: Albert Moragues  
Title: Vice-President

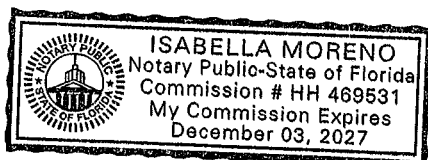
[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of \_\_\_ physical presence or \_\_\_ online notarization this 7 day of May, 20\_\_ by Albert Moragues [individual's name] as vice president [title] of Palm Beach Aggregates, LLC, a corporation authorized to do business in the State of Florida, and X who is personally known to me or \_\_\_ who has produced the following \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Palm Beach Aggregates, LLC to the same.

Notary Public

\_\_\_\_\_  
Print Name: Isabella Moreno  
My commission expires: 12/03/2027



**Exhibit “1” – PROPOSAL (4 pages)**



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Resolution No. 2025-39; Siboney Contracting, Co.

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**Background:** The Public Works Department is interested in implementing a best-interest contract with Siboney Contracting Co.

Siboney Contracting Co. and Palm Beach Aggregates work together for the delivery of material when Palm Beach Aggregates does not have enough dump trucks to utilize when the department requires multiple trucks running simultaneously. The services are provided at a rate of \$85 per hour at a minimum of nine (9) hours a day.

**Recommendations:** Staff recommends approval of Resolution No. 2025-39.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2025-39

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH SIBONEY CONTRACTING CO. TO PROVIDE HAULING SERVICES FOR ROAD MAINTENANCE TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide goods and services to include hauling services for road maintenance within the TOWN’s jurisdictional limits (“Services”); and

**WHEREAS**, Siboney Contracting, Co. (“Contractor”) provides such goods and services at competitive prices; and

**WHEREAS**, the Contractor warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

**WHEREAS**, the Town obtained quotes for similar services from other contractors, and the Contractor provided the most competitive rates and is a local contractor; and

**WHEREAS**, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that a competitive solicitation procurement process for this service is not in the best interest of the Town; and

**WHEREAS**, the Town has determined that awarding the contract to the Contractor, as detailed in Exhibit “A” to this Resolution, serves a valid public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The Town Council hereby approves the agreement between the Town and

Resolution No. 2025-39

Siboney Contracting, Co. for hauling services for road maintenance as described in Exhibit "A" to this Resolution.

**Section 3.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Coleman II, Seat 4



## **AGREEMENT**

**THIS AGREEMENT** is made this 6th day of May, 2025 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the “TOWN,” with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Siboney Contracting, Co.**, a company authorized to do business in the State of Florida, hereinafter the “CONTRACTOR,” with a mailing address of 1450 Centrepark Blvd., Suite 100, West Palm Beach, Florida 33401.

### **RECITALS**

**WHEREAS**, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the TOWN is in need of a contractor to provide goods and services to include hauling services for road maintenance within the TOWN’s territorial jurisdiction; and

**WHEREAS**, CONTRACTOR submitted pricing for the goods and services requested; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

**WHEREAS**, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the TOWN hereby engages the CONTRACTOR for the provision of goods and services, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

#### **1. SCOPE OF WORK**

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including hauling services for road maintenance within the Town, as set forth in the Scope of Services attached hereto as Exhibit “1” and incorporated herein.

1.2 The CONTRACTOR represents to the TOWN that the goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’s trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR acknowledges this Agreement is a non-exclusive agreement and the TOWN may contract with one or more other parties for the same or similar goods and services.

1.5 The CONTRACTOR warrants that the goods and services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those goods and services or as otherwise provided by the manufacturer.

## **2. USE OF AGENTS OR ASSISTANTS**

2.1 To the extent reasonably necessary to enable the CONTRACTOR to provide the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

## **3. FEE AND TERM**

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the Scope of Services attached hereto as Exhibit "1."

3.2 Should the TOWN require additional goods and services not included in this Agreement, fees and payment for such work must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional goods and services being provided by the CONTRACTOR.

3.3 The initial term of this Agreement shall commence August 1, 2025, and shall extend through July 31, 2027 ("Initial Term"), unless terminated earlier, as provided below. This Agreement may be renewed for one (1) additional one-year term upon the written agreement of both parties ("Renewal Term"). The Town Manager is authorized to execute such renewals on behalf of the TOWN, subject to the same terms and conditions as set forth herein.

## **4. MAXIMUM COSTS**

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services is as specified in the Scope of Services attached hereto as Exhibit "1," and no additional costs are authorized.

4.2 Any requests by the CONTRACTOR for additional costs not included in this Agreement must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional costs being invoiced to the TOWN.

## **5. INVOICE**

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid by the TOWN in accordance with the Local Government Prompt Payment Act.

## **6. DATA/DOCUMENTS**

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

6.2 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.



6.3 The CONTRACTOR shall maintain adequate records to justify all payments made by the TOWN under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any trade secret information regarding its goods and services.

## **7. COMPLIANCE WITH LAWS**

7.1 The CONTRACTOR shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the TOWN as amended from time to time.

## **8. DEFAULTS, TERMINATION OF AGREEMENT**

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. If the CONTRACTOR does not remedy defaults within three (3) business days from the date of the notice or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such goods and services; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement at the end of the three (3) day period without further notice or demand. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice from the Town Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided through the date of termination. In the event goods have been ordered or are in the process of being manufactured, the TOWN must pay for all goods ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 Notwithstanding the foregoing, the parties acknowledge and agree that the TOWN is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated herewith in any fiscal year of the TOWN. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the TOWN's governing board in any fiscal year to pay the costs associated with the TOWN's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the TOWN

to be, insufficient to pay the costs associated with the TOWN's obligations hereunder in any fiscal period, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

## **9. INSURANCE**

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

- A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not



contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

## **10. WAIVER OF BREACH**

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **11. INDEMNITY**

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

## **12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

12.1 This Agreement consists of the terms and conditions provided herein and, the Exhibits hereto. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the Exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **13. ASSIGNMENT**

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in



this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

#### **14. SUCCESSORS AND ASSIGNS**

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

#### **15. WAIVER OF TRIAL BY JURY**

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

#### **16. GOVERNING LAW AND REMEDIES**

16.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

#### **17. TIME IS OF THE ESSENCE**

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

## 18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager  
Town of Loxahatchee Groves  
155 F road  
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Siboney Contracting Co.  
1450 Centrepark Blvd., Suite 100  
West Palm Beach, Florida 33401

## 19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## 20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of



time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **21. COUNTERPARTS**

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

## **22. LIMITATIONS OF LIABILITY**

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **23. PUBLIC ENTITY CRIMES**

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

## **24. PREPARATION AND SURVIVABILITY**

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

24.2 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

## **25. PALM BEACH COUNTY INSPECTOR GENERAL**

25.1 Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed TOWN contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the TOWN and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

## **26. ENFORCEMENT COSTS**

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to this Agreement's execution, validity, the obligations provided therein, or performance under this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

## **27. PUBLIC RECORDS**

27.1 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- D. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**



**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

## **28. COPYRIGHTS AND/OR PATENT RIGHTS**

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

## **29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

29.1 CONTRACTOR certifies that all goods and services provided pursuant to this Agreement meets all OSHA requirements. CONTRACTOR further certifies that, if any of the goods and services provided is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the goods and services into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

## **30. FEDERAL AND STATE TAX**

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

## **31. PROTECTION OF PROPERTY**

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of its property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

31.2 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

## **32. E-VERIFY**

32.1 Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- F. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

### **33. SCRUTINIZED COMPANIES**

33.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

33.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

### **34. HUMAN TRAFFICKING**

34.1 CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.



IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

**CONTRACTOR:**  
**SIBONEY CONTRACTING CO., a company**  
**authorized to do business in the State of**  
**Florida**

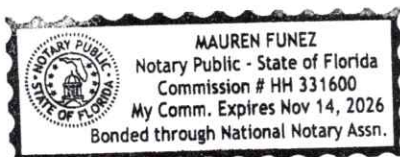
[Corporate Seal]

By: \_\_\_\_\_  
Print Name: Christopher B. Cortez  
Title: President

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me, by means of X physical presence or \_\_\_\_\_ online notarization this 6 day of May, 2025 by Christopher B. Cortez [individual's name] as President [title] of Siboney Contracting Co. a corporation authorized to do business in the State of Florida, and X who is personally known to me or \_\_\_\_\_ who has produced the following \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Siboney Contracting Co. to the same.

Notary Public



\_\_\_\_\_  
Print Name: Mauren Funez  
My commission expires: Nov. 14, 2026

**EXHIBIT “1”****SCOPE OF SERVICES (1 page)**

Siboney Contracting Co. (“Contractor”) shall provide non-exclusive hauling services to assist the Town of Loxahatchee Groves’s Public Works Department (“Town”) with road maintenance projects within the Town’s territorial jurisdiction as the Town deems necessary (“Services”).

The Town shall pay to Contractor a rate of Eighty-Five Dollars (\$85.00) per hour for Services performed by Contractor. The Agreement shall include a minimum of nine (9) hours of Services per day for each day Contractor’s Services are required for the duration of the Initial Term and the Renewal Term. A “day” is defined as being within the approximate hours of 6:30 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday.



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Resolution No. 2025-40; E. Gomez Construction, Inc.

---

**Background:** The Public Works Department is interested in implementing a City of Greenacres piggyback contract with E. Gomez Construction, Inc. for Fence installation, maintenance and repair services.

Implementing this contract will allow the Department to efficiently and affordably replace and install new and existing fencing on Town owned property.

**Recommendations:** Staff recommends approval of Resolution No. 2025-40.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2025-40

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH E. GOMEZ CONSTRUCTION, INC. FOR FENCE INSTALLATION, MAINTENANCE AND REPAIR SERVICES UTILIZING THE CITY OF GREENACRES BID NO. 23-003; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(5) of the Town of Loxahatchee Groves's ("Town") Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable sources for goods and services for fence installation, maintenance and repair services; and

**WHEREAS**, the City of Greenacres ("City") conducted a competitive procurement of services and awarded a Fence Installation, Maintenance and Repair Services contract to E. Gomez Construction, Inc. ("Contractor") expiring on January 8, 2026, with one (1) optional one-year renewal remaining ("City Contract"); and

**WHEREAS**, the Town has reviewed the terms of the City Contract and has determined the Contractor's rates set forth therein for the needed goods and services are fair and reasonable; and

**WHEREAS**, the Town Council desires to enter into a piggyback agreement for Fence Installation, Maintenance and Repair Services with the Contractor utilizing the City Contract for Bid No. 23-003, which is incorporated and attached hereto as Exhibit "A" ("Town Agreement"); and

**WHEREAS**, the Town Council has determined that entering into the Town Agreement serves a public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**



**TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Town Agreement for Fence Installation, Maintenance and Repair Services with Contractor attached hereto as Exhibit "A"; authorizes use of the goods and services under the Town Agreement so long as the City Contract is in effect; and authorizes the Mayor to execute any and all documents to implement the intent of this Resolution.

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

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

*Voted:*

---

Councilmember Paul Coleman II, Seat 4

## AGREEMENT

This Agreement for Fence Installation, Maintenance and Repair Services ("Agreement") is made as of the 8 day of May, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation ("TOWN"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **E. Gomez Construction, Inc.**, a company authorized to do business in the State of Florida ("CONTRACTOR") with a mailing address of 2019 W. 76th Street, Hialeah, Florida 33016.

## RECITALS

WHEREAS, the TOWN is a Florida municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide Fence Installation, Maintenance and Repair Services ("SERVICES"); and

WHEREAS, the City of Greenacres, through a competitive procurement process for Bid No. 23-003, awarded a contract for Fence Installation, Maintenance and Repair Services for a one-year term with three optional one-year renewal terms ("CONTRACT") to CONTRACTOR for substantially the same goods and services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the CONTRACT and has determined the CONTRACTOR's rates set forth therein for the needed goods and services are fair and reasonable; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for the SERVICES based on the pricing and terms and conditions of the CONTRACT except as otherwise amended herein; and

WHEREAS, Section 2-133(b)(5) of the TOWN's Purchasing Code permits the TOWN to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the TOWN is the same or less than the price of the contracting government agency; and

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as amended herein and as more fully set forth in this Agreement; and

WHEREAS, the TOWN finds this Agreement serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Contract. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement (non-exclusive), which is attached hereto as Exhibit 1 and is incorporated herein by this reference. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein, except as amended herein.

3. Effective Date, Term and Renewal. The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on January 8, 2026 at the end of the second optional one-year renewal term, or until the CONTRACTOR has completed all maintenance work that was commenced prior to January 8, 2026 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later. The Agreement may be renewed at the option of the TOWN for one (1) additional one-year renewal term upon written notice to CONTRACTOR.

4. Services and goods. In accordance with the terms and conditions in the CONTRACT and pricing herein, the CONTRACTOR shall provide SERVICES as requested by the TOWN, as more fully set forth in Exhibit 1 to this Agreement.

5. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

6. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), consistent with the CONTRACT as more particularly set forth in Exhibit 1, CONTRACTOR waives special, consequential and incidental damages for claims, disputes or any other matters in question arising out of or relating to this Agreement whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**



## 7. Miscellaneous Provisions.

7.1 Successors and Assigns: The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Headings, References, and Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

7.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

7.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. Except as otherwise authorized in the Agreement, this Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

7.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7.6 Governing Law; Consent to Jurisdiction; Remedies; Enforcement Costs: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition

to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

7.7 Third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

7.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

7.9 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**



**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, [TOWNCLERK@LOXAHATCHEEGROVESFL.GOV](mailto:TOWNCLERK@LOXAHATCHEEGROVESFL.GOV), OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

7.10 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.11 Palm Beach County IG; Public Entity Crimes: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. As provided in sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the CONTRACTOR certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

7.12 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

7.13 Taxes: The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

7.14 Scrutinized Companies: CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.



## 8. Indemnity:

8.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

8.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

8.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida



Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

#### 9. Insurance:

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN

shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

11. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.



IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

**CONTRACTOR:**

**E. Gomez Construction, Inc., a corporation  
authorized to do business in the State of  
Florida**

[Corporate Seal]

By: \_\_\_\_\_  
Print Name: Erick Gomez  
Title: President

STATE OF Florida )  
COUNTY OF Dade )

The foregoing instrument was acknowledged before me, by means of    physical presence or    online notarization this 8 day of May, 2025 by Erick Gomez [individual's name] as President [title] of E. Gomez Construction, Inc., a corporation authorized to do business in the State of Florida, and    who is personally known to me or X who has produced the following    as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind E. Gomez Construction, Inc. to the same.

Notary Public

\_\_\_\_\_  
Print Name: Maria Reyes  
My commission expires: 8/8/2028



## **EXHIBIT 1**

### **Greenacres Contract (inclusive of Notice of Agreement Renewals and Pricing Tabulation)**



**Department of Purchasing**  
5800 Melaleuca Lane  
Greenacres, FL 33463  
(561) 642-2030

Chuck Shaw  
Mayor

Andrea McCue  
City Manager

Item 9.

## NOTICE OF AGREEMENT RENEWAL

January 7, 2025

Erick Gomez  
E. Gomez Construction  
2109 W. 76<sup>th</sup> Street  
Hialeah, FL 33016

**Subject: Bid No. 23-003 Fence Installation, Maintenance and Repair Services**

Attn: Erick Gomez


As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

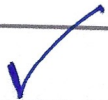
Please advise by signature below if a one-year extension will be acceptable. This will be the second of three possible renewals of the agreement. The new agreement term will be through January 8, 2026.

Please complete and return this form to the Purchasing Department by Tuesday, January 14, 2024 at 4:00 p.m. Your response may be emailed to [purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov) with the original mailed to the above address.

If you have any questions, please contact me at (561) 642-2030.

Sincerely,

  
Monica Powery, CPPB  
Director of Purchasing



I hereby agree to a one-year extension of the subject agreement.

I am unable to extend the agreement for an additional one-year period.

Signature

Date

1/7/2025



**Department of Purchasing**  
 5800 Melaleuca Lane  
 Greenacres, FL 33463  
 (561) 642-2030

Joel Flores  
 Mayor

Andrea McCue  
 City Manager

## NOTICE OF AGREEMENT RENEWAL

January 25, 2024

Erick Gomez  
 E. Gomez Construction  
 2109 W. 76<sup>th</sup> Street  
 Hialeah, FL 33016

**Subject: Bid No. 23-003 Fence Installation, Maintenance and Repair Services**

Attn: Erick Gomez

As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

Please advise by signature below if a one-year extension will be acceptable. This will be the first of three possible renewals of the agreement. The new agreement term will be through January 8, 2025.

Please complete and return this form to the Purchasing Department by Friday, February 2, 2024 at 4:00 p.m. Your response may be emailed to [purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov) with the original mailed to the above address.

If you have any questions, please contact me at (561) 642-2030.

Sincerely,

Monica Powery, CPPB  
 Director of Purchasing

I hereby agree to a one-year extension of the subject agreement.

I am unable to extend the agreement for an additional one-year period.

Signature

Date

01/25/2024



**CONTRACTOR AGREEMENT**  
**Fence Installation, Maintenance and Repair Services**

**THIS CONTRACTOR AGREEMENT** ("Agreement") is made this 9 day of January 2023, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and **E. Gomez Construction**, a corporation authorized to do business in the State of Florida, herein referred to as the "CONTRACTOR".

**RECITALS**

WHEREAS, the CITY issued Invitation to Bid No. 23-003 for Fence Installation, Maintenance and Repair Services for the City ("BID" hereafter);

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the BID;

WHEREAS, the CITY desires to accept CONTRACTOR'S proposal in order for CONTRACTOR to render the services to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the BID to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

**1. Term**

1.1 The term of this Agreement shall be for one (1) year beginning on date of execution by the CITY. In accordance with the BID, at the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual written consent of the parties. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

**2. Scope of Work**

2.1 CONTRACTOR agrees to Fence Installation, Maintenance and Repair Services for the CITY as set forth in the BID and CONTRACTOR'S proposal response dated December 13, 2022, which BID and CONTRACTOR'S proposal are incorporated herein by reference.

2.2 The CONTRACTOR represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR'S trade in general and that the CONTRACTOR'S services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

### **3. INDEPENDENT CONTRACTOR AND USE OF AGENTS OR ASSISTANTS**

3.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

3.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated herein for the CONTRACTOR.

3.3 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

### **4. PROJECT MANAGEMENT**

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review, and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

### **5. EQUIPMENT**

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before services commences. In the event the CITY'S equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of services.

### **6. FEE AND ORDERING MECHANISM**

6.1 For services to be rendered under this Agreement, the CITY shall issue a purchase order as authority for the CONTRACTOR to proceed with its services. Authorization through an approved order is required prior to commencing any services. City shall not be responsible for payment for any services performed without prior authorization via a purchase order, including pre and post diagnostics.

6.2 Upon satisfactory completion of each cycle under an approved purchase order, CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the pricing set forth in the CONTRACTOR'S proposal.

### **7. MAXIMUM COSTS**

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum



costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

## **8. BILLING**

8.1 The CONTRACTOR shall submit invoices upon 100% completion of scheduled work referencing the purchase order number. The invoices shall be signed by the CONTRACTOR'S representative.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

## **9. AUDIT BY CITY**

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR'S performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

## **10. COPIES OF DATA/DOCUMENTS**

10.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **11. OWNERSHIP**

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **12. WRITTEN AUTHORIZATION REQUIRED**

12.1 The CONTRACTOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional services or materials. Additional labor or materials provided without written amendment shall be done at the CONTRACTOR'S risk and without payment.

## **13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such services related to the claimed default; or
- B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would be compensated only for services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

#### **14. INSURANCE**

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.6 The CONTRACTOR'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

## 15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## 16. INDEMNITY

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR'S obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## 17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. **This Agreement consists of the terms and conditions herein stated and the BID and CONTRACTOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the BID next taking precedence.**

## 18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall

constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations, and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. WAIVER OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR'S failure to complete the tasks and services as required in this Agreement.

## **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

FOR CITY:  
PURCHASING AGENT  
CITY OF GREENACRES  
5800 MELALEUCA LANE  
GREENACRES, FL 33463

FOR CONTRACTOR:  
E. GOMEZ CONSTRUCTION  
ERICK GOMEZ  
2109 W. 76<sup>TH</sup> STREET  
HIALEAH, FL 33016

## **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **25. FORCES OF NATURE**

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of wither party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

## **26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that 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 or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **29. PALM BEACH COUNTY IG**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. SCRUTINIZED COMPANIES**

30.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### **31. E-VERIFY**

31.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

### **32. PUBLIC RECORDS**

32.1 Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY'S custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

**33. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF GREENACRES, ATTN: CITY CLERK, AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE, GREENACRES, FL 33463.**

**34. EQUAL OPPORTUNITY EMPLOYMENT**

34.1 CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement on the day and year first above written.

**CITY OF GREENACRES, FLORIDA**

By: [Signature]  
Joel Flores, Mayor

ATTEST:

[Signature]  
Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

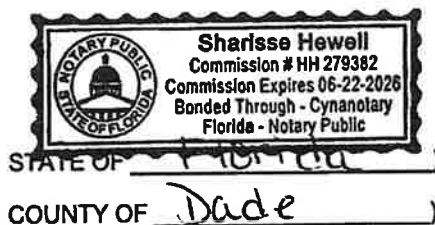
[Signature]  
Glen J. Torcivia, City Attorney



**CONTRACTOR:**

By: [Signature]  
Print Name: Erick Gomez  
Title: President

[Corporate Seal]



The foregoing instrument was acknowledged before me this 06 day of Jan., 2022, by Erick Gomez, who was physically present, as President (title), of E. Gomez Construction (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Driver's License as identification.

Notary Public

[Signature]  
Print Name: Sharisse Hewell  
My commission expires: 6/22/2026



**CITY OF GREENACRES TABULATION**  
**AREA A (PALM BEACH COUNTY/NORTH BROWARD COUNTY)**

**Notice of Bid:** November 13, 2022  
**Advertised in Palm Beach Post & on City Website:** November 13, 2022

**Department:** Public Works  
**Opening Date:** 12/13/2022  
**Opened By:** Monica Powery  
**Witnessed By:** Randi Whitcomb

**Bid Number:** 23-003  
**Description:** Fence Installation, Maintenance and Repair Services

|              |                                          |                                        |
|--------------|------------------------------------------|----------------------------------------|
| Vendor Name: | E. Gomez Construction                    | Martin Fence Co.                       |
| Address:     | 2109 W. 76th Street<br>Hialeah, FL 33016 | 862 13th Street<br>Lake Park, FL 33403 |
| Phone:       | (305) 603-8619                           | (561) 848-2688                         |
| Email:       | egomez@egomezconstruction.com            | mfence@martinfence.com                 |

| Item                                                                 | Description                                                                       | Height | Unit of Measure | Unit Cost | Unit Cost |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------|-----------------|-----------|-----------|
| <b>Provide and Install New Fencing (Board on Board)</b>              |                                                                                   |        |                 |           |           |
| 1.1                                                                  | Board on Board Fencing                                                            | 6'     | Per Linear Foot | \$ 40.00  | \$ 60.00  |
| <b>Provide and Install New Fencing (Split Railing)</b>               |                                                                                   |        |                 |           |           |
| 2.1                                                                  | Provide and Install New Fencing (Split Railing)                                   | 4'     | Per Linear Foot | \$ 38.00  | \$ 30.00  |
| <b>Provide and Install New Fencing (Galvanized and Vinyl Coated)</b> |                                                                                   |        |                 |           |           |
| 3.1                                                                  | Galvanized Fencing<br>Chain Link Fabric with Top Rail                             | 4'     | Per Linear Foot | \$ 15.00  | \$ 15.00  |
| 3.2                                                                  |                                                                                   | 5'     | Per Linear Foot | \$ 14.00  | \$ 17.50  |
| 3.3                                                                  |                                                                                   | 6'     | Per Linear Foot | \$ 28.00  | \$ 20.00  |
| 3.4                                                                  |                                                                                   | 8'     | Per Linear Foot | \$ 35.00  | \$ 25.00  |
| 3.5                                                                  |                                                                                   | 10'    | Per Linear Foot | \$ 35.00  | \$ 35.00  |
| 3.6                                                                  | Galvanized Fencing<br>Chain Link Fabric with Tension Wire without Top Rail        | 4'     | Per Linear Foot | \$ 13.00  | \$ 12.00  |
| 3.7                                                                  |                                                                                   | 5'     | Per Linear Foot | \$ 10.00  | \$ 14.50  |
| 3.8                                                                  |                                                                                   | 6'     | Per Linear Foot | \$ 25.00  | \$ 17.00  |
| 3.9                                                                  |                                                                                   | 8'     | Per Linear Foot | \$ 31.00  | \$ 22.00  |
| 3.10                                                                 |                                                                                   | 10'    | Per Linear Foot | \$ 28.00  | \$ 32.00  |
| 3.11                                                                 | Galvanized Posts<br>Corner Posts with Braces                                      | 4'     | Each            | \$ 200.00 | \$ 260.00 |
| 3.12                                                                 |                                                                                   | 5'     | Each            | \$ 140.00 | \$ 300.00 |
| 3.13                                                                 |                                                                                   | 6'     | Each            | \$ 500.00 | \$ 475.00 |
| 3.14                                                                 |                                                                                   | 8'     | Each            | \$ 600.00 | \$ 630.00 |
| 3.15                                                                 |                                                                                   | 10'    | Each            | \$ 500.00 | \$ 790.00 |
| 3.16                                                                 | Galvanized Posts<br>Terminal Posts with Braces                                    | 4'     | Each            | \$ 200.00 | \$ 240.00 |
| 3.17                                                                 |                                                                                   | 5'     | Each            | \$ 140.00 | \$ 280.00 |
| 3.18                                                                 |                                                                                   | 6'     | Each            | \$ 350.00 | \$ 400.00 |
| 3.19                                                                 |                                                                                   | 8'     | Each            | \$ 360.00 | \$ 540.00 |
| 3.20                                                                 |                                                                                   | 10'    | Each            | \$ 360.00 | \$ 670.00 |
| 3.21                                                                 | Galvanized Posts<br>Including Posts with Braces; Line Posts and Intermediate Post | 4'     | Each            | \$ 180.00 | \$ 200.00 |
| 3.22                                                                 |                                                                                   | 5'     | Each            | \$ 90.00  | \$ 225.00 |
| 3.23                                                                 |                                                                                   | 6'     | Each            | \$ 300.00 | \$ 250.00 |
| 3.24                                                                 |                                                                                   | 8'     | Each            | \$ 400.00 | \$ 300.00 |
| 3.25                                                                 |                                                                                   | 10'    | Each            | \$ 350.00 | \$ 350.00 |

|              |                                          |                                        |
|--------------|------------------------------------------|----------------------------------------|
| Vendor Name: | E. Gomez Construction                    | Martin Fence Co.                       |
| Address:     | 2109 W. 76th Street<br>Hialeah, FL 33016 | 862 13th Street<br>Lake Park, FL 33403 |
| Phone:       | (305) 603-8619                           | (561) 848-2688                         |
| Email:       | egomez@egomezconstruction.com            | mfence@martinfence.com                 |

| Item                                   | Description                                                       | Height | Unit of Measure | Unit Cost | Unit Cost |
|----------------------------------------|-------------------------------------------------------------------|--------|-----------------|-----------|-----------|
| 3.26                                   | Galvanized Gates – Single Swing including Posts with Braces       | 4'     | Per Linear Foot | \$ 80.00  | \$ 100.00 |
| 3.27                                   |                                                                   | 5'     | Per Linear Foot | \$ 60.00  | \$ 110.00 |
| 3.28                                   |                                                                   | 6'     | Per Linear Foot | \$ 160.00 | \$ 125.00 |
| 3.29                                   |                                                                   | 8'     | Per Linear Foot | \$ 180.00 | \$ 175.00 |
| 3.30                                   |                                                                   | 10'    | Per Linear Foot | \$ 180.00 | \$ 200.00 |
| 3.31                                   | Galvanized Gates – Single Roll including Posts, Braces & Wheels   | 4'     | Per Linear Foot | \$ 180.00 | \$ 125.00 |
| 3.32                                   |                                                                   | 5'     | Per Linear Foot | \$ 100.00 | \$ 135.00 |
| 3.33                                   |                                                                   | 6'     | Per Linear Foot | \$ 190.00 | \$ 150.00 |
| 3.34                                   |                                                                   | 8'     | Per Linear Foot | \$ 220.00 | \$ 200.00 |
| 3.35                                   |                                                                   | 10'    | Per Linear Foot | \$ 180.00 | \$ 250.00 |
| 3.36                                   | Vinyl Coated Fencing<br>with Vinyl Coated Top Rail                | 4'     | Per Linear Foot | \$ 19.00  | \$ 20.00  |
| 3.37                                   |                                                                   | 5'     | Per Linear Foot | \$ 15.00  | \$ 22.50  |
| 3.38                                   |                                                                   | 6'     | Per Linear Foot | \$ 35.00  | \$ 25.00  |
| 3.39                                   |                                                                   | 8'     | Per Linear Foot | \$ 42.00  | \$ 30.00  |
| 3.40                                   |                                                                   | 10'    | Per Linear Foot | \$ 55.00  | \$ 45.00  |
| 3.41                                   | Vinyl Coated Posts<br>Corner Post with Braces                     | 4'     | Each            | \$ 300.00 | \$ 280.00 |
| 3.42                                   |                                                                   | 5'     | Each            | \$ 150.00 | \$ 325.00 |
| 3.43                                   |                                                                   | 6'     | Each            | \$ 600.00 | \$ 550.00 |
| 3.44                                   |                                                                   | 8'     | Each            | \$ 600.00 | \$ 735.00 |
| 3.45                                   |                                                                   | 10'    | Each            | \$ 300.00 | \$ 920.00 |
| 3.46                                   | Vinyl Coated Posts<br>Terminal Posts with Braces                  | 4'     | Each            | \$ 300.00 | \$ 260.00 |
| 3.47                                   |                                                                   | 5'     | Each            | \$ 150.00 | \$ 300.00 |
| 3.48                                   |                                                                   | 6'     | Each            | \$ 500.00 | \$ 450.00 |
| 3.49                                   |                                                                   | 8'     | Each            | \$ 500.00 | \$ 600.00 |
| 3.50                                   |                                                                   | 10'    | Each            | \$ 300.00 | \$ 750.00 |
| 3.51                                   | Vinyl Coated Gates – Single Swing including Posts with Braces     | 4'     | Per Linear Foot | \$ 130.00 | \$ 150.00 |
| 3.52                                   |                                                                   | 5'     | Per Linear Foot | \$ 80.00  | \$ 160.00 |
| 3.53                                   |                                                                   | 6'     | Per Linear Foot | \$ 180.00 | \$ 200.00 |
| 3.54                                   |                                                                   | 8'     | Per Linear Foot | \$ 230.00 | \$ 225.00 |
| 3.55                                   |                                                                   | 10'    | Per Linear Foot | \$ 180.00 | \$ 250.00 |
| 3.56                                   | Vinyl Coated Gates – Single Roll including Posts, Braces & Wheels | 4'     | Per Linear Foot | \$ 160.00 | \$ 150.00 |
| 3.57                                   |                                                                   | 5'     | Per Linear Foot | \$ 90.00  | \$ 175.00 |
| 3.58                                   |                                                                   | 6'     | Per Linear Foot | \$ 200.00 | \$ 200.00 |
| 3.59                                   |                                                                   | 8'     | Per Linear Foot | \$ 240.00 | \$ 225.00 |
| 3.60                                   |                                                                   | 10'    | Per Linear Foot | \$ 170.00 | \$ 250.00 |
| Removal and Disposal of Existing Fence |                                                                   |        |                 |           |           |
| 4.1                                    | Fence Height: 4'                                                  |        | Per Linear Foot | \$ 10.00  | \$ 10.00  |
| 4.2                                    | Fence Height: 5'                                                  |        | Per Linear Foot | \$ 5.00   | \$ 10.00  |
| 4.3                                    | Fence Height: 6'                                                  |        | Per Linear Foot | \$ 14.00  | \$ 15.00  |
| 4.4                                    | Fence Height: 8'                                                  |        | Per Linear Foot | \$ 18.00  | \$ 20.00  |

|              |                                          |                                        |
|--------------|------------------------------------------|----------------------------------------|
| Vendor Name: | E. Gomez Construction                    | Martin Fence Co.                       |
| Address:     | 2109 W. 76th Street<br>Hialeah, FL 33016 | 862 13th Street<br>Lake Park, FL 33403 |
| Phone:       | (305) 603-8619                           | (561) 848-2688                         |
| Email:       | egomez@egomezconstruction.com            | mfence@martinfence.com                 |

| Item                                                                                      | Description                                                                                                                                                                                                                                                                          | Height | Unit of Measure | Unit Cost | Unit Cost |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------|-----------|-----------|
| 4.5                                                                                       | Fence Height: 10'                                                                                                                                                                                                                                                                    |        | Per Linear Foot | \$ 16.00  | \$ 25.00  |
| <b>Repairs to Existing Fence</b>                                                          |                                                                                                                                                                                                                                                                                      |        |                 |           |           |
| 5.1                                                                                       | Labor per man hour for the repair of existing fences                                                                                                                                                                                                                                 |        | Per Man Hour    | \$ 40.00  | \$ 140.00 |
| 5.2                                                                                       | Contractor's percent markup for materials required to repair existing fences. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.) |        |                 | 10%       | 10%       |
| <b>Specialty Fencing Installation and Material (PVC, Wood, Wrought Iron and Aluminum)</b> |                                                                                                                                                                                                                                                                                      |        |                 |           |           |
| 6.1                                                                                       | Labor per man hour for the installation of specialty fences materials                                                                                                                                                                                                                |        | Per Man Hour    | \$ 60.00  | \$ 140.00 |
| 6.2                                                                                       | Contractor's percent markup for specialty fencing materials. (Materials to be billed at net cost plus the percentage markup. Markup on sales tax is not permitted. A copy of the itemized materials invoice from the supplier must be included with all invoicing.)                  |        |                 | 10%       | 10%       |
| 6.3                                                                                       | Contractor's percent markup for approved subcontracted services. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)        |        |                 | 10%       | 10%       |
| 6.4                                                                                       | Contractor's percent markup for approved used of rental equipment. (To be billed at net cost plus a percentage markup. Markup on sales tax is not permitted. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all invoicing.)      |        |                 | 10%       | 10%       |
| <b>CITY OF GREENACRES TABULATION</b>                                                      |                                                                                                                                                                                                                                                                                      |        |                 |           |           |
| <i>Note: All recommendations for award are unofficial until City Council approval</i>     |                                                                                                                                                                                                                                                                                      |        |                 |           |           |



# City of Greenacres

Item 9.

Department of Purchasing  
5800 Melaleuca Lane • Greenacres • Florida • 33463-3515  
Ph: 561-642-2030 • Email: [purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)

Joel Flores  
Mayor  
Andrea McCue  
City Manager  
Monica Powery  
Director

January 23, 2023

## NOTICE OF AWARD

Erick Gomez  
E. Gomez Construction  
2109 W. 76<sup>th</sup> Street  
Hialeah, FL 33016

**Subject: Bid No. 23-003 Fence Installation, Maintenance and Repair Services**

Attn: Erick Gomez

Thank you for submitting a proposal for Bid No. 23-003. City Council awarded Areas A, B and C of the subject bid to your company at the meeting held on Monday, January 9, 2023.

This letter shall serve as your "Notice of Award". This award is contingent upon submittal of the item below:

1. Coverage in the amounts set forth in the bid
2. City named as additionally insured
3. Notification 30 days prior to cancellation by Certified Mail

Please return the original Certificate of Insurance documents, County Business Tax Receipt, and State of Florida/County Competency License to Monica Powery, Director of Purchasing at the address above no later than Tuesday, January 31, 2023.

We appreciate your time and interest in submitting a proposal to the City of Greenacres and we look forward to working with your company on this project. Any questions should be addressed to the undersigned at (561) 642-2039.

Best regards,

A handwritten signature in blue ink, appearing to read "Monica Powery".

Monica Powery, CPPB  
Director of Purchasing



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Resolution No. 2025-41; CAT Kelly Tractor Sourcewell Rental Contract

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**Background:** The Public Works Department is interested in implementing Sourcewell Contract No. 062320-CAT; The scope of this contract is for Rental Equipment, Products, and Related Services. The Department intends to rent equipment including but not limited to Mini Dump Trucks, Water Trucks, and Excavators for a total amount not-to-exceed One Hundred Thousand Dollars (\$100,000.00) during the 2024-2025 Fiscal Year.

**Recommendations:** Staff recommends approval of Resolution No. 2025-41.

**RESOLUTION NO. 2025-41**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE RENTAL OF EQUIPMENT THROUGH A COOPERATIVE PURCHASE UTILIZING SOURCEWELL CONTRACT #062320-CAT; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(6) of the Town of Loxahatchee Groves's ("Town") Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

**WHEREAS**, Sourcewell, a cooperative, offers cooperative purchasing contracts on a variety of goods and services; and

**WHEREAS**, the Town is in need of equipment for its Public Works Department; and

**WHEREAS**, Sourcewell has competitively procured contract #062320-CAT with Caterpillar Inc. for this purpose, among others; and

**WHEREAS**, the cooperative purchasing contract #062320-CAT provides for the rental of equipment through the program by issuance of a purchase order for the desired goods and services; and

**WHEREAS**, the Town's Public Works Department intends to rent equipment including but not limited to mini dump trucks, water trucks, and excavators for a total amount not-to-exceed One Hundred Thousand Dollars (\$100,000.00) during the 2024-2025 Fiscal Year; and

**WHEREAS**, the Town Council finds use of the cooperative purchasing contract serves a public purpose and is consistent with the Town's Purchasing Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval and Authorization.** The Town Council hereby authorizes the Town to rent equipment through the Sourcewell cooperative purchasing contract #062320-CAT for a total amount not-to-exceed One Hundred Thousand Dollars (\$100,000.00) during the 2024-2025 Fiscal Year by issuance of purchase orders under the terms of that cooperative purchasing contract, as supplemented and amended by the terms of the Town’s purchase order. The Town Manager is authorized to execute any and all documents to implement the rental of such equipment, in forms acceptable to the Town Manager and Town Attorney.

**Section 3. Implementation.** The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Coleman II, Seat 4



**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. SUPPLIER DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OF THE EQUIPMENT, PRODUCTS, OR SERVICES. Notwithstanding the foregoing, Participating Dealer warrants that the equipment upon delivery will be in good working condition and in compliance with the original equipment manufacturer's specifications. Participating Dealer agrees to repair or replace any equipment that is not in compliance with the above warranty at its sole expense. If the repair or replacement is due to Participating Entity abuse, misuse or neglect, the Participating Entity will be responsible for the cost of repair or replacement.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price percentage list discount stated in Supplier's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcwell member by providing their Sourcwell member number and

contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

B. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

C. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Orders will be placed/issued and executed directly to/by Participating Dealers with payments made to the Participating Dealers as agreed. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;

- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as stated in and subject to the Proposal and any amendments thereto. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**



A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent. Notwithstanding any provision hereof to the contrary, each of Supplier and/or any participating dealer shall be liable and responsible only for such party's own compliance or non-compliance with this Contract and/or any applicable subcontract; and such Supplier shall not be jointly and severally liable for any participating dealer's compliance or non-compliance with this Contract or otherwise.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Intentionally omitted.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell



under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

A. Intentionally deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier and any participating dealer must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease  
 \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier and any participating dealer will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
 \$1,000,000 Personal and Advertising Injury  
 \$2,000,000 aggregate for products liability-completed operations  
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier and any participating dealer will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier and any participating dealer will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier and participating dealer to maintain the required insurance will constitute a material breach by Supplier and any participating dealer entitling Sourcwell to immediately terminate this Contract with respect to the participating dealer for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier and any participating dealer must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier and any participating dealer to provide certificates of insurance, in no way limits or relieves Supplier or any participating dealer of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier and any participating dealer agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's and any participating dealer's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier and any participating dealer, and products and completed operations of Supplier and any participating dealer. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier and any participating dealer waive and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier and any participating dealer or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier and any participating dealer or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold. As a local unit of government of the State of Minnesota, Sourcewell will comply with all applicable Minnesota laws and regulations related to its operations.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS


Intentionally omitted.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Caterpillar Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

10/3/2024 | 9:36 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
A4FA626476E74CF...  
By: \_\_\_\_\_  
Jeff White  
Title: Vice President of Rental  
Caterpillar Rental & Used

10/3/2024 | 7:10 AM PDT  
Date: \_\_\_\_\_

# RFP 040924 - Rental Equipment, Products, and Related Services

## Vendor Details

Company Name: Caterpillar Inc

Does your company conduct business under any other name? If yes, please state: IL

Address: 100 NE Adams St

Peoria, IL 61629

Contact: Patrick Brewer

Email: Patrick.Brewer@cat.com

Phone: 503-756-9310

HST#:

## Submission Details

Created On: Friday March 08, 2024 11:10:21

Submitted On: Tuesday April 09, 2024 12:50:48

Submitted By: Jay Mask

Email: Mask\_Jay\_D@cat.com

Transaction #: e05ede8d-26fc-4729-bd49-44c07f24b39a

Submitter's IP Address: 198.180.154.47

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                                |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                             | Caterpillar Inc.                                                                                                                                                          | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | N/A                                                                                                                                                                       | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | N/A                                                                                                                                                                       | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):                                                                                                                                                                                                                              | 11083                                                                                                                                                                     | * |
| 5         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 5205 N O'Connor Blvd Ste. 100, Irving, TX 75039                                                                                                                           | * |
| 6         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | caterpillar.com, cat.com                                                                                                                                                  | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Leon Hunt, Director Sales<br>Global Rental, Service & Marketing<br>5205 N O'Connor Blvd Ste. 100, Irving, TX 75039<br>Hunt_Leon_E@perkins.com<br>Office Tel: 309 415 1815 | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Jay Mask, Manager<br>5205 N O'Connor Blvd Ste. 100, Irving, TX 75039<br>Mask_Jay_D@cat.com<br>Office Tel: 309-578-1712                                                    | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Melanie Pincus, National Accounts Sales Analyst<br>5205 N O'Connor Blvd Ste. 100, Irving, TX 75039<br>melanie.pincus@cat.com<br>Office Tel:                               |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

|    |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.                                                                                                                                 | <p>"The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2023 sales and revenues of \$67.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy &amp; Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct document is attached in the Financial Strength &amp; Stability (Table 2).zip/Table 2 Attachments/ T02-Q10 Company Information folder path and publicly available at:<br/> <a href="https://www.caterpillar.com/en/company/code-of-conduct.html">https://www.caterpillar.com/en/company/code-of-conduct.html</a>"</p> | Item 10. |
| 11 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                       | <p>Caterpillar is honored to have served Sourcewell and its members who have rented both Cat® and non-Cat® products from Cat dealers through Sourcewell since 2020. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer rental needs and continued support/growth in rental across all governmental segments. Sourcewell has built a strong reputation within the industry and has shown the importance of how this cooperative contract delivers upon customer needs. This contract could be a key factor in our rental national account strategy within our Cat dealer network. If awarded, we will send out an email to our entire sales force; as well as applicable agency personnel to include governmental, educational, and non-profit organizations. We will introduce the contract and initiate steps to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in the new Rental Contract #0409224 RFP opportunity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | *        |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>"Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at:<br/> <a href="https://investors.caterpillar.com/overview/default.aspx">https://investors.caterpillar.com/overview/default.aspx</a></p> <p>Caterpillar's 2023 Annual Report provides details about our financial position. Our SEC filing documents can be found at:<br/> <a href="https://investors.caterpillar.com/financials/sec-filings/default.aspx">https://investors.caterpillar.com/financials/sec-filings/default.aspx</a>. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>Full-year sales and revenues in 2023 were \$67.1 billion, up 13% compared with \$59.4 billion in 2022. Operating profit margin was 19.3% in 2023, compared with 13.3% in 2022. Adjusted operating profit margin was 20.5% in 2023, compared with 15.4% in 2022. Full-year profit was \$20.12 per share in 2023, compared with profit of \$12.64 per share in 2022. Adjusted profit per share in 2023 was \$21.21, compared with adjusted profit per share of \$13.84 in 2022."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | *        |
| 13 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                               | <p>CAT dealers are independent businesses and as such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat Heavy Equipment, CatPower Systems, and dealer crane rental locations; the CAT Dealer network is estimated to have one of the largest rental fleets based on original equipment cost in North America.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | *        |
| 14 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                         | <p>CAT dealers are independent businesses and as such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat Heavy Equipment, CatPower Systems, and dealer crane rental locations; the CAT Dealer network is estimated to have one of the largest rental fleets based on original equipment cost in North America.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | *        |



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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No, never.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item 10. |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | <p>"Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong, independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their local customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage.</p> <p>With respect to our Sourcewell equipment rental contract, 86% of U.S. &amp; Canada dealers have signed subcontract agreements with Caterpillar Inc. as participating dealers for equipment rental contract #062320-CAT, and we continue to engage with the dealer network to expand recognition and usage of this contract. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts."</p> | *        |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p> <p>We conduct our business within the framework of applicable laws and regulations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | *        |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | *        |

Table 3: Industry Recognition &amp; Marketplace Success

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | <p>"Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021<br/> Fortune Magazine World's Most Admired Companies World &amp; North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021<br/> The Wall Street Journal Best Managed Companies in 2020 and 2021<br/> The Wall Street Journal World's Most Sustainably Managed Companies<br/> Human Rights Campaign Foundation Corporate Equality Index<br/> Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program<br/> U.S. President's Volunteer Service Award from Junior Achievement<br/> Corporate Equality Index – Human Rights Campaign Foundation<br/> CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China)<br/> Corporate Social Responsibility Research Center of Southern Weekly (China)<br/> Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China)<br/> 2020 Global 500 – Fortune Magazine<br/> America's Most Responsible Companies 2020, 2021 &amp; 2022 – Newsweek<br/> Best-Managed Companies of 2020 &amp; 2021 – The Wall Street Journal<br/> Top Companies for Customer Satisfaction – The Wall Street Journal<br/> The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor<br/> Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes<br/> 2020 Best Places to Work for Disability Inclusion – Disability Equality Index<br/> World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes<br/> America's Best Employers for Diversity 2020 – Forbes<br/> Best Employers for New Grads 2020 – Forbes<br/> Global 2000 – Forbes 2020, 2021 &amp; 2022<br/> Best Employers for Veterans 2020 and 2021– Forbes<br/> Top Veteran-Friendly Company – U.S. Veterans Magazine<br/> #1 Great Place to Work – Great Place to Work Institute (Brazil)<br/> #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil)<br/> Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign<br/> Top of Mind Company "Industry category" (Piracicaba, Brazil)<br/> Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan)<br/> Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment &amp; Promotion Center (Japan)<br/> Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan)<br/> Hyogo Childcare Supporting Company Award (Japan)<br/> Science &amp; Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)"</p> | Item 10. |
| 20 | What percentage of your sales are to the governmental sector in the past three years                                                                                           | "The governmental and educational sector is important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | *        |
| 21 | What percentage of your sales are to the education sector in the past three years                                                                                              | "The governmental and educational sector is important to Caterpillar. Caterpillar has a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | *        |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>"While Cat dealers would typically hold contracts with states and provinces, as part of some of our national or managed account programs, we are a party to certain state related framework contracts with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint.<br/> Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | *        |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>"Listed below are the current product / service categories supplied under Caterpillar's GSA contract # GS30F0018U.</p> <p>SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2021=\$143,837</p> <p>SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 2021=\$9,473.07. These contracts are used directly by Caterpillar for sales with local Cat dealers supporting with repair &amp; maintenance parts and service as needed. Final sales for the year 2022 have yet to be fully reported."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | *        |

Table 4: References/Testimonials

Item 10.

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

| Entity Name *                                                   | Contact Name *  | Phone Number * |   |
|-----------------------------------------------------------------|-----------------|----------------|---|
| Town of Hull, MA Municipal Light Plant (Cat dealer's customer)  | Panos Tokadjian | 781-706-6735   | * |
| NV DOT (Cat dealer's customer)                                  | Chris Rickerson | 702-591-5594   | * |
| Brunswick-Glynn County Joint Commission (Cat dealer's customer) | David Grantham  | 912-717-3513   | * |

Table 5: Top Five Government or Education Customers

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

| Entity Name                             | Entity Type * | State / Province * | Scope of Work *                                                                               | Size of Transactions *               | Dollar Volume Past Three Years *    |   |
|-----------------------------------------|---------------|--------------------|-----------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|---|
| Town of Hull                            | Government    | Massachusetts - MA | Provide CAT diesel electric power generators to backup the town's local electrical utility.   | Over \$100K                          | \$1.4 million for 2021 thru 4Q2023  | * |
| Nevada DOT-Las Vegas                    | Government    | Nevada - NV        | Provide various construction machinery categories for rental.                                 | Ranging from \$600 to \$22,500.      | \$1.03 million for 2021 thru 3/2024 | * |
| Truckee Meadows Water                   | Government    | Nevada - NV        | Provide various categories of construction machinery and electrical generators for rent.      | Ranging between \$129 and \$56,833   | \$1.06 million for 2021 thru 3/2024 | * |
| City of North Las Vegas                 | Government    | Nevada - NV        | Provide various categories of construction, utility, and power generation equipment for rent. | Ranging between \$350 and \$15,075.  | \$643,848 for 2021 thru 3/2024      | * |
| Brunswick-Glynn County Joint Commission | Government    | Georgia - GA       | Provide various categories of construction, utility, and power generation equipment for rent. | Ranging between \$1377 and \$55,552. | \$745,346 for 2021 thru 3/2024      | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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|----|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26 | Sales force.                                  | <p>"The Cat dealer salesforce is highly capable and amongst the most highly trained in the construction industry. Cat dealer salespeople are consultants to their customers and advise customers on the best solutions for their job application. As a manufacturer Caterpillar requests our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in-depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each independent dealer typically has service territory support of 5 to 8 sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to industry changes. Beyond the dealer service territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed ""behind-the scenes"" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 27 | Dealer network or other distribution methods. | <p>"The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our attachment "US &amp; Canada- Dealers- (T6-Q31-2024_US-Canada-Districts_COLOR 03.13.2024)" in the ""Additional Documents"" zip file. Cat dealers are independently owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time.</p> <p>Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map attachment. Additionally, you can leverage <a href="https://www.cat.com/en_US/support/dealer-locator.html">https://www.cat.com/en_US/support/dealer-locator.html</a> to locate dealers by location."</p> <ul style="list-style-type: none"> <li>• Much of the information provided herein is drawn from and available in greater detail at the following, which can be referenced for completeness and context: <a href="https://investors.caterpillar.com/financials/sec-filings/default.aspx">https://investors.caterpillar.com/financials/sec-filings/default.aspx</a>, <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a>, and <a href="https://www.caterpillar.com">https://www.caterpillar.com</a>.</li> <li>• Only those dealers that sign a Participation Agreement with Caterpillar obligating them to comply with the terms of the Contract will be eligible to provide Equipment, Products, or Services. Caterpillar will provide a copy of the Contract to its dealers North American dealers and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of the Contract. Note: Dealers are independent businesses and as such have the right to choose whether to participate in any contract in their sole discretion; and have the right to independently establish their own commercial terms including rates and other terms and conditions, none of which will be dictated by Caterpillar. Cat® branded products and services, as well as the rental and associated services referenced in this proposal, are distributed principally through a worldwide organization of independent dealers (dealer network) (and not Caterpillar directly).</li> <li>• For additional information and further details regarding these matters, please visit: <a href="https://investors.caterpillar.com/financials/sec-filings/default.aspx">https://investors.caterpillar.com/financials/sec-filings/default.aspx</a>, <a href="https://www.caterpillar.com/en/company/strategy-purpose/strategy.html">https://www.caterpillar.com/en/company/strategy-purpose/strategy.html</a> and <a href="https://www.cat.com/en_US/support/dealer-network.html">https://www.cat.com/en_US/support/dealer-network.html</a>.</li> </ul> |

Item 10.

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| 28 | Service force.                                                                                                                                        | <p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p> <p>Note: Each independent dealer typically has service territory support of 5 to 8 sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to industry changes.</p> | Item 10. |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Orders, invoicing, and payments are transacted directly between the Sourcwell member (customer) and their local Cat dealer (subcontractor).</p> <p>The ordering process for Sourcwell members is nearly identical as it is for any customer.</p> <p>1)The member contacts (telephone, in-person visit, or on-line) their local participating Cat dealer , identifies themselves as a Sourcwell member and requests to make a rental reservation under Sourcwell contract #0632320-CAT. Requesting the Sourcwell contract is the only part of the process that differs as compared to a private-sector customer.</p> <p>2A) If the member has previously transacted with the dealer, then skip to step 3.</p> <p>2B) If the member has not previously transacted business with the dealer, they work with the dealer to open an account with the dealer finance and rental departments.</p> <p>3) The dealer prepares the rental agreement document that invokes the Sourcwell contract Ts &amp; Cs for review and signature by the member.</p> <p>4) The dealer schedules delivery of the equipment to the customer designated location.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | *        |

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|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Caterpillar and Cat dealers are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar will cover that completely within the standard warranty period. Every Caterpillar dealer has a common detailed service process in place. Caterpillar supports and verifies that the dealer service technicians are supplied with the tools and equipment needed to repair all Caterpillar products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting, and Disassembly and Assembly manuals. These manuals are provided for every Caterpillar product. Each dealer also has one or more "Technical Communicators" who is dedicated to supporting the service technicians by acting as a liaison between their shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:</p> <ul style="list-style-type: none"> <li>• Cat EM Solutions</li> <li>• Cat Equipment Care Advisor-Monitor</li> <li>• Cat Equipment Care Advisor-Protect</li> <li>• Cat Inspect</li> <li>• Condition Monitoring</li> <li>• Customer Support Agreements</li> <li>• S-O-S Services</li> </ul> | Item 10. |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.                                                                                                                 | <p>Caterpillar dealers are proud to serve all geographic areas and all Sourcwell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcwell to sell machines in all 50 states. (Note: currently 86% of US &amp; Canada dealers have executed subcontract agreements for Sourcwell rental contract.) Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>                                                                                                                                                                                                                                                                                                                                                                                                          | *        |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.                                                                                                                            | <p>Caterpillar dealers are proud to serve all geographic areas and all Canoe member sectors within Canada to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcwell to sell machines in all 50 states. (Note: currently 86% of US &amp; Canada dealers have executed subcontract agreements for Sourcwell rental contract.) Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>                                                                                                                                                                                                                                                                                                                                                                                                                         | *        |



|    |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | <p>CAT dealers maintain over 790 equipment rental locations that serve every state and province throughout the United States and Canada. Caterpillar dealers have successfully utilized Sourcewell to sell machines in 49 States and Canada. To date, dealers have rented equipment in 18 states &amp; provinces under our current Sourcewell contract #062320-CAT.</p> <p>Cat dealers are happy to serve all geographic areas within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320 and 040924; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 17: Exceptions to Terms, Conditions, or Specifications Form, and contract section 2 for further explanation regarding CAT dealer participation.</p> | <div>Item 10.</div> <div>*</div> |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>Certain sectors associated with the state of Arizona/City of Tucson/Omni Partners, for which participating dealer use of Omnia Partners contracts for equipment sale and rental may also be applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <div>*</div>                     |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | <p>Because products available in Hawaii, Alaska, or U.S. Territories may be different from those within the contiguous U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets. The independent participating dealer could provide any applicable specifics in this respect.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <div>*</div>                     |

**Table 7: Marketing Plan**

Item 10.

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>"Caterpillar's updated Cat Rental Store marketing strategy will continue to support sales growth with participating Sourcewell entities. Our primary marketing tactic is the training of our Cat Rental Store sales teams. Caterpillar and Cat dealers will provide group and individual training to our Cat Rental Store reps that focuses on the benefits of cooperative contracts. We will also market externally via multiple customer facing tactics:</p> <ul style="list-style-type: none"> <li>• Press Release</li> <li>• Governmental Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada</li> <li>• Government Training &amp; Safety Days (governmental customer training events at Caterpillar facilities)</li> <li>• Announcement in our monthly governmental customer eNewsletter</li> <li>• Announcement on our social media channels (FB, Instagram) and through our digital marketing tactics</li> <li>• Feature on our governmental focused website: <a href="http://www.cat.com/governmental">www.cat.com/governmental</a></li> <li>• Display mentions at all governmental tradeshow and events</li> <li>• Updated literature with the new contract information."</li> </ul> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p>"Cat Rental Store has a newly revised digital marketing strategy and tactics that will allow us to target governmental segments. Those tactics include:</p> <ul style="list-style-type: none"> <li>• Organic search and Search Engine Optimization (SEO) to help our customers digitally find our Cat Rental store website. This website will also include information about the cooperative agreement.</li> <li>• Leveraging PPC to place advertisements right where the target audience is</li> <li>• Managing Cat Rental Store specific social media platforms (Facebook, Instagram and YouTube) to drive awareness and engagement of this cooperative agreement."</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. Caterpillar believes that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will apply a high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy. For Example, Caterpillar will host periodic online training sessions for the Caterpillar dealers and will include Sourcewell training as part of the Caterpillar Dealer Rental University classes offered each spring.</p>                                                                                                                                                                                                                                                                                                                                                                                |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Caterpillar is in the process of developing an e-procurement system. Caterpillar does, however, already offer a "Rental Portal" where customers can log-in and place orders with Caterpillar Dealers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
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| 40 | Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>"All dealers offer basic operation, safety, and maintenance training with every sale. Should customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: <a href="https://catsimulators.com">https://catsimulators.com</a>"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item 10.          |
| 41 | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                                                                                                                                                        | <p>"Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. Caterpillar and Cat dealers even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators:<br/> Cat Vision Link - Delivering valuable data with connected machine.<br/> Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders:<br/> Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.<br/> Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders:<br/> Selectable Power Management Modes - Saves fuel while maintaining machine performance.<br/> Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors:<br/> Stable Blade - Produces a smoother surface finish.<br/> Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders:<br/> Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.<br/> Autodig - consistent high bucket fill factors delivers up to 10% more productivity.</p> <p>Cat Off Highway Trucks:<br/> Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity, just by pressing a button.<br/> Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on the last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks:<br/> Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction.<br/> Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology:<br/> Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.<br/> Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.<br/> Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.<br/> Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you."</p> | <p>*</p> <p>*</p> |

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| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | <p>With nearly a century of sustainable innovation, Caterpillar has a legacy of providing products and services that continually improve the quality of life and the environment by helping our customers fulfill society's need for infrastructure in a sustainable way. The world is transitioning toward a lower carbon future, and Caterpillar supports efforts to mitigate climate change. We are making significant progress to reduce greenhouse gas (GHG) emissions from our operations, and our customers rely on Caterpillar to provide a diverse portfolio of products, services and solutions that lower GHG emissions, improve efficiency and productivity, and deliver energy flexibility.</p> <p>Caterpillar has been a technology leader for nearly a century, and we continue to invest to meet the needs of our diverse global customer base. We are increasing our investments in autonomy, alternative fuels, connectivity and digital, and electrification (AACE). We will continue to invest more in AACE as we work with our customers to help them achieve their sustainability objectives. You can read about our expanded portfolio of fully electric, fuel-flexible and fuel-efficient products in our 2022 Sustainability report, uploaded in Additional Documents/Table 8 Attachments/T08-Q42 - 2022 Cat Sustainability.</p> <p>We continue to be transparent about our goals, progress and innovations and remain committed to demonstrating shareholder responsiveness. This is illustrated through the publication of our inaugural Task Force on Climate-related Financial Disclosures (TCFD) report and disclosure of our Scope 3 use of sold products emissions.</p> <p>We believe the energy transition and growing global energy demand present significant growth opportunities for Caterpillar. Our global team, together with the Cat® dealer network, is committed to enabling a reduced-carbon future as we advance the products, services and solutions that help our customers build a better, more sustainable world.</p> | Item 10. |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>"Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> <li>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018</li> <li>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021</li> <li>3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017</li> <li>4) Mapleton - 14001:2004 self-certification issued Jan 2013</li> <li>5) Reman Services - Corinth MS - ISO 14001:2015- Sept. 2021</li> <li>6) Reman Services - Franklin - ISO 14001:2004-May 2017"</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | *        |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>At Caterpillar, we believe in The Power of Everyone. We know that the best ideas come from diverse and inclusive teams, and this empowers us to meet the changing needs of our global customers, dealers, employees and communities. Our refreshed three-pillar framework recognizes that all elements of our diversity and inclusion strategy impact our business, and it takes shared accountability between our leaders and employees to create an inclusive environment.</p> <p>a)Workforce: Strive for workforce representation that is reflective of the communities where we live and operate</p> <p>b)Culture: Foster an inclusive environment where people feel valued, respected and have a sense of belonging</p> <p>c)Outreach: Provide opportunities, make investments and enhance workforce readiness in underserved global communities</p> <p>Caterpillar has received recognition including but not limited to:</p> <ul style="list-style-type: none"> <li>- 2024 America's Greatest Workplaces for Women - Newsweek</li> <li>- 2024 America's Greatest Workplaces for Diversity - Newsweek</li> <li>- 2023 Best Employers for Veterans - Forbes</li> </ul> <p>For more information regarding Caterpillar's Diversity &amp; Inclusion reports please refer to attachment titled '2022 Diversity &amp; Inclusion report'.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | *        |

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|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>"BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. We believe that government agencies are tasked with being the best stewards of taxpayer funds, and our products can prove they are the best solution. Sourcewell members are in the best position to allow these discussions to take place , in contrast to a local bid situation where the focus is often only on the initial rental price.</p> <p>CAT RENTAL PORTAL: Caterpillar offers a customer rental portal that helps improve customer efficiency by allowing rental customers to reserve machines for rental, release machines from rental, monitor machine performance, monitor machine location, and view rental invoices. Please refer to "Portal Presentation - 2024.pdf" in the Additional Documents/Table 8 Attachments/T08-Q45 Values and Attributes folder path.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also focus on safety for every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on <a href="http://safelyhome.cat.com">http://safelyhome.cat.com</a>, instructor-led training products or as Supplier-facilitated workshops. Topics available include but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management &amp; Services through</p> <p>Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using the industry's best products, technology, services, and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at <a href="http://www.cat.com/safety">www.cat.com/safety</a>. "</p> | <div>Item 10.</div> <div>*</div> |
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**Table 9A: Warranty**

Item 10.

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 46        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | With respect to equipment rental, product warranties are extended by OEM manufacturers, including Caterpillar and other OEMs, to the participating dealers. The Cat dealers then are responsible for making necessary repairs to the equipment they rent to customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | Caterpillar does not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | If a rental unit should require repair during the rental period, the participating Cat dealer that delivered the equipment will dispatch a service technician to the delivery location at no charge to the customer. However, if repairs are required due to physical damage resulting from either intentional abuse or accidental cause by the customer; repair charges for parts, labor, and related charges including travel time & mileage will be invoiced to the customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Cat dealers have no geographic restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | "Warranty service for Cat equipment rented from a Cat Dealer are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties. With respect to equipment manufactured by other OEMs, but rented to customers by Cat dealers; the respective OEMs extend their warranties to the Cat dealer as the equipment owner. Just as with Cat branded products, the Cat dealer renting the non-CAT equipment will provide repair services at no cost to the rental customer (damage caused by the customer excepted)."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 51        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | Cat dealers warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 52        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | <p>Cat Dealers have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ul style="list-style-type: none"> <li>a) Powertrain</li> <li>b) Powertrain + Hydraulics</li> <li>c) Powertrain + Hydraulics + Technology</li> <li>d) Premier</li> </ul> <p>A description of all these options is included in the attached Equipment Protection Plans document.</p> <p>Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.</p> <p>2) Customer Value Agreements (CVAs): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some, or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVAs are a useful tool to manage expenses. Most CVAs are bundled at the time of purchase; however, they may be added at any time.</p> | * |

**Table 9B: Performance Standards or Guarantees**

Item 10.

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                 | Response *                                                                                                                                                                                                            |   |
|-----------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 53        | Describe any performance standards or guarantees that apply to your services                             | Caterpillar Measures our Dealers on various metrics: On-time delivery for rental machines (>95%), time required to respond for service calls (<2hrs), Net Loyalty Scores (>80%) (NLS), and overall Rental Excellence. | * |
| 54        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Caterpillar Measures our Dealers on various metrics: On-time delivery for rental machines (>95%), time required to respond for service calls (<2hrs), Net Loyalty Scores (>80%) (NLS), and overall Rental Excellence. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                        |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 55        | Describe your payment terms and accepted payment methods.                                                                                                                                                                                                                | "Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30."                                                                                                                                                                 | * |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                     | CAT dealers can leverage Rental Purchase Options (RPO) or can partner with CAT Financial to provide education and government entities with finance and lease offerings. Note: In addition to CAT Finance, dealer can also coordinate with independent lease financing companies such as NCL (a Sourcewell contract vendor that specializes in municipal leasing). | * |
| 57        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | "Cat dealers are independently owned businesses. As such their standard transaction documents will vary."                                                                                                                                                                                                                                                         | * |
| 58        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                               | "Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed."                                                                                                          | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 59        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Our pricing model is simple. Participating CAT dealers will offer participating Sourcewell members, regional "not-to-exceed" rental rates.</p> <p>Please refer to Attachment "2024 CAT RENTAL RATES SOURCEWELL" which includes rates for the U.S. and Canada for daily, weekly, and monthly rental rates for a wide variety of CAT branded equipment, as well as a selection of popular equipment from other OEMs represented by CAT dealers.</p> <p>These Sourcewell not-to-exceed regional rental rates represent the maximum rate that a Participating Dealer may charge Sourcewell participating entities. Local rental rate market conditions vary greatly. Consequently, dealers may be able to offer additional discounts in their local markets.</p> | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                                                       | <p>Because rental rates vary considerably across the U.S. and Canada, the discounts applied in the attached "Cat 2024 Rental Rates-Sourcewell" rate schedule are net rates that include a discount off of local dealer book rates.</p> <p>Caterpillar strongly encourages Sourcewell members to ALWAYS contact their local participating CAT dealer and request rental rate quotes specific to the Sourcewell members equipment needs and the dealer's local market.</p> <p>Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions. Please refer to the attached documents and visit <a href="http://www.safety.cat.com">www.safety.cat.com</a> and <a href="http://www.safelyhome.cat.com">www.safelyhome.cat.com</a> for details on these services.</p> | Item 10. |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                                                         | Participating CAT dealers are empowered to consider rental order volume, repeat rentals, member responsiveness, etc. They may offer participating Sourcewell members additional discounts and/or services at their discretion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | *        |
| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                                                                 | <p>Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage Cat dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.</p> <p>Participating Sourcewell members and participating CAT dealers are responsible for including the Sourcewell membership number on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales or rentals and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.</p>                                                                                  | *        |
| 63 | Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | *        |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                                                             | There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating dealers may charge for haulage and permits that may be required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | *        |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                                                              | Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their local participating Cat dealer. Dealers may charge fees for delivery to the member's location.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | *        |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                                                        | Equipment offered for rent can vary considerably in size and weight. If there are unique member requirements participating CAT dealers will be happy to discuss these on a case by case basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | *        |



**Table 12: Pricing Offered**

Item 10.

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments                                                                                                                                                                                                                                                                                                                                      |
|-----------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 67        | d. other than what the Proposer typically offers (please describe). | This proposal offers participating Sourcewell members the ability to receive consistent and guaranteed "not-to-exceed" rental rates in the U.S. and Canada, discounted below the standard dealer rental rates that would otherwise be offered in the absence of a Sourcewell contract. See attachment T12-Q67 2024 Rental Pricing Sourcewell. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 68        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | "1) To ensure rental rate accuracy, our Sourcewell regional contract rates are automatically transmitted to dealers through the National Account Portal.<br>2) On a quarterly basis, we gather rental data transacted under the Sourcewell contract and aggregate it for our reporting to Sourcewell.<br>3) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 69        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                    | Metrics utilized include, but are not limited to:<br>1) Individual dealer performance and Year-over-Year Sourcewell contract performance.<br>2) Rental transactions growth.<br>3) Growth in number of dealers actively utilizing the contract.<br>4) Growth in number of customers actively renting through the contract (how it's changing year over year),<br>5) and tracking rental opportunity leads that are coming in.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 70        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)                                                                                                   | As with existing contract #062320-CAT; Caterpillar would be pleased to offer an administration fee of 1.0% of net rental revenue earned by participating CAT dealers from the rental of equipment to participating Sourcewell members through the Sourcewell-CAT equipment rental contract number: (TBD). Other charges, including used equipment sales, transportation, environmental fees, re-fueling, repairs and damages, cleaning charges, and taxes will not be subject to the administrative fee. (Note: When an RPO converts to a sale, it is considered a Used Sale and not applicable to the 1% administrative fee) Caterpillar will pay this fee and will not ask Sourcewell members to pay this fee. Participating CAT dealers will be required to provide Caterpillar a summary of transactions in order to provide Caterpillar and Sourcewell the necessary details to calculate the administrative fee payment.<br><br>• This proposal is provided on a confidential basis and may be subject to completion of supplier's third party-due diligence process regarding applicable compliance matters, as well as the parties agreeing to and executing an appropriate definitive agreement, and until then this proposal is non-binding in all respects relative to supplier. | * |

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

Item 10.

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 71        | Describe the rent-to-buy option for new rental equipment if applicable.                                                                  | Caterpillar offers a rent to purchase option (RPO). This option is beneficial if you need to rent equipment and also want the option for purchase at end of the rental period, if you would like to test the machine before the purchase, or if you do not want to decapitalize with the purchase of machine. In an RPO, a large portion of paid rent is recognized as part of the sales price of the machine. RPO is available for all new Cat machines.                                                                                                                                                                                                                                                                                                                                                                                    |
| 72        | Describe your used rental equipment sales program if applicable.                                                                         | <p>"With Used Equipment, you'll find great value and reliability. We have thousands of pre-owned equipment options designed to provide the strength, power and durability you need to complete high-quality earthwork and construction jobs. Whatever your requirements, your Cat dealer is prepared to help you find a reliable product. Sometimes buying used equipment is simply the best choice. With machines priced lower than new equipment, you can expand your options without expanding your budget. We have multiple price points to fit your budget.</p> <p>We also provide the option of Cat Certified Used (CCU) equipment. This equipment is selected, inspected and serviced to a higher standard while helping you stay economical. For reference, go to <a href="https://catused.cat.com">https://catused.cat.com</a>"</p> |
| 73        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>"Caterpillar is offering the rental equipment product lines as listed in the attached "T12-Q67-Sourcewell 040924 Rental Rates" rate schedule. This includes over 130 items of Cat branded equipment as well as popular equipment from other OEM brands represented by participating CAT dealers. Participating CAT dealers also offer hundreds of work-tool attachments including augers, blades, brooms, buckets, forks, hydraulic hammers, and many more.</p> <p>In addition to rental machines and work tools, we are happy to offer members access to used machines, parts, service, extended service coverage plans, CVAs, products from Cat Safety Services, sourced goods, and open market items."</p>                                                                                                                             |
| 74        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The construction and related equipment offerings include, but are not limited to: compressors, articulated trucks, articulated booms, backhoe loaders, cranes, crawler & wheel loaders, track dozers & loaders, rollers, dump trucks, tracked & wheeled excavators, forklifts, generators, HVAC equipment, compaction equipment including rollers, light utility vehicles, lighting equipment, motor graders, scissor lifts, skid steer and track loaders, sweepers and brooms, telehandlers, telescopic booms, trenching equipment, water trucks, and welders.                                                                                                                                                                                                                                                                              |

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

| Line Item | Category Selection *                                        |
|-----------|-------------------------------------------------------------|
| 75        | Category 1: Rental Equipment, Products and Related Services |



**Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions**

Item 10.

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

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

| Line Item | Category or Type                | Offered *                                                        | Comments                                                                                                                                                                                                                |   |
|-----------|---------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 76        | Earth Moving Equipment          | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   | * |
| 77        | Aerial Equipment                | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 78        | Compaction Equipment            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 79        | Industrial                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   | * |
| 80        | Roadway                         | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 81        | Concrete Equipment              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 82        | Landscape Equipment             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 83        | Trailers                        | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 84        | Lighting Equipment              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 85        | Barricades                      | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                         |   |
| 86        | Signs                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 87        | Batteries or Charging Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 88        | Generators                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> .   |   |
| 89        | Wash Stations                   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                         |   |
| 90        | Portable Restrooms              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                         |   |
| 91        | Temporary Shelters              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                         |   |
| 92        | Used Rental Equipment Sales     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | "Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> ." |   |

**Table 16: Depth and Breadth - Public Works and Public Utility Equipment**

Item 10.

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

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

| Line Item | Category or Type                        | Offered *                                                        | Comments                                                                                                                                                                                                              |
|-----------|-----------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 93        | Sewer Vac & Hydro or Air Excavators     | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                       |
| 94        | Street Maintenance & Cleaning Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> . |
| 95        | Bucket Trucks                           | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                       |
| 96        | Diggers                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> . |
| 97        | Roll-Off Trucks                         | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                       |
| 98        | Refuse Trucks                           | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                       |
| 99        | Waste & Debris Handling Equipment       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Visit local participating CAT rental dealer for selection and current availability, or refer to <a href="https://www.catrentalstore.com/en_US/products.html">https://www.catrentalstore.com/en_US/products.html</a> . |

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing (Table 12).zip - Monday April 08, 2024 16:33:29
- [Financial Strength and Stability](#) - Financial Strength & Stability (Table 2).zip - Monday April 08, 2024 16:33:48
- [Marketing Plan/Samples](#) - Marketing Plan (Table 7).zip - Monday April 08, 2024 16:33:59
- [WMBE/MBE/SBE or Related Certificates](#) - 2022 Diversity & Inclusion Report.pdf - Monday April 08, 2024 16:34:12
- [Warranty Information](#) - Warranty Information (Table 9A).zip - Monday April 08, 2024 16:34:31
- [Standard Transaction Document Samples](#) - Agreement\_Example\_Redacted.pdf - Monday April 08, 2024 16:49:42
- [Requested Exceptions](#) - Requested Contract Exceptions - Sourcwell Redline.docx - Monday April 08, 2024 16:37:45
- [Upload Additional Document](#) - Additional Documents.zip - Monday April 08, 2024 16:44:36

**Addenda, Terms and Conditions**

Item 10.

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item 10.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Leon Hunt, Director Sales, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                               | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_4_Rental_Equipment_RFP 040924<br>Wed March 13 2024 04:42 PM    | <input checked="" type="checkbox"/>                                | 3     |
| Addendum_3_Rental_Equipment_RFP 040924<br>Wed February 28 2024 09:59 AM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Rental_Equipment_RFP 040924<br>Wed February 21 2024 03:00 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_1_Rental_Equipment_RFP 040924<br>Tue February 20 2024 04:03 PM | <input checked="" type="checkbox"/>                                | 1     |



**RFP #040924**  
**REQUEST FOR PROPOSALS**  
**for**  
**Rental Equipment, Products, and Related Services**

**Proposal Due Date: April 9, 2024, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Rental Equipment, Products, and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 9, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

|                                 |                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------|
| Public Notice of RFP Published: | February 20, 2024                                                                       |
| Pre-proposal Conference:        | March 12, 2024, 10:00 a.m., Central Time                                                |
| Question Submission Deadline:   | April 1, 2024, 4:30 p.m., Central Time                                                  |
| <b>Proposal Due Date:</b>       | <b>April 9, 2024, 4:30 p.m., Central Time</b><br>Late responses will not be considered. |
| Opening:                        | April 9, 2024, 4:30 p.m., Central Time<br>See RFP Section V.G. "Opening"                |

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.



## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Category 1: Rental Equipment, Products and Related Services such as:

- a. Construction Equipment and General Rental Solutions (Category 2); and
- b. Public Works and Public Utility Equipment (Category 3).

Category 2: Construction Equipment and General Rental Solutions including but not limited to:

- a. Earth moving equipment;
- b. Aerial equipment;
- c. Compaction equipment;
- d. Industrial;
- e. Roadway;
- f. Concrete equipment;
- g. Landscape equipment;
- h. Trailers;
- i. Lighting equipment;
- j. Barricades;
- k. Signs;

- l. Batteries or charging equipment;
- m. Generators;
- n. Wash stations;
- o. Portable restrooms;
- p. Temporary shelters; and
- q. Used rental equipment sales

Category 3: Public Works and Public Utility Equipment, including but not limited to:

- a. Sewer vac & hydro or air excavators;
- b. Street maintenance and cleaning equipment;
- c. Bucket trucks;
- d. Diggers;
- e. Roll-off trucks;
- f. Refuse trucks; and
- g. Waste and debris handling equipment.

Proposers may include related services, including delivery, installation or setup, removal, repair, maintenance, equipment training programs, and safety training programs, and rental equipment protection plans to the extent these services are ancillary or complementary to categories 1, 2, and 3 above.

The primary focus of this solicitation is on Rental Equipment, Products, and Related Services. This solicitation should NOT be construed to include:

- a. Automobile (car or truck) rental or leasing
- b. Party or event rental only solution

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcwell under this solicitation will be four years. Sourcwell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcwell and its Participating Entities. Sourcwell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$90M; therefore, proposers are expected to propose volume pricing. Sourcwell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or

dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcwell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcwell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities’ use; and



- Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

#### B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

|                                                               |             |
|---------------------------------------------------------------|-------------|
| Conformance to RFP Requirements                               | 50          |
| Financial Viability and Marketplace Success                   | 75          |
| Ability to Sell and Deliver Service                           | 100         |
| Marketing Plan                                                | 50          |
| Value Added Attributes                                        | 75          |
| Warranty                                                      | 50          |
| Depth and Breadth of Offered Equipment, Products, or Services | 200         |
| Pricing                                                       | 400         |
| <b>TOTAL POINTS</b>                                           | <b>1000</b> |

#### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



02/20/2024

Addendum No. 1

Solicitation Number: RFP 040924

Solicitation Name: Rental Equipment, Products, and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is this RFP only for the state of Minnesota?

**Answer 1:**

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell participating entities or members. Refer to the RFP Article I. on Participating Entities and Use of the Resulting Contracts for details.

---

End of Addendum

Acknowledgement of this Addendum to RFP 040924 posted to the Sourcewell Procurement Portal on 02/20/2024, is required at the time of proposal submittal.



02/21/2024

Addendum No. 2

Solicitation Number: RFP 040924

Solicitation Name: Rental Equipment, Products, and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

If we are to submit for this, are we able to advise what service area the rates would be for?

**Answer 1:**

The Sourcewell solicitation is an open competitive process. A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 040924 posted to the Sourcewell Procurement Portal on 02/21/2024, is required at the time of proposal submittal.



02/28/2024

Addendum No. 3

Solicitation Number: RFP 040924

Solicitation Name: Rental Equipment, Products, and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Would a Charging as a Service offering qualify under Sourcewell's Rental Equipment, Products, and Related Services RFP, or would Sourcewell consider our application out of scope? The RFP mentions Utility Equipment in Category 3 so I think it would qualify.

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP.

**Question 2:**

Our company supports Washington, Oregon and California. Can I be informed of opportunities only in our area?

**Answer 2:**

That is not a capability of our platform at this time.

---

End of Addendum

Acknowledgement of this Addendum to RFP 040924 posted to the Sourcewell Procurement Portal on 02/28/2024, is required at the time of proposal submittal.



03/13/2024

Addendum No. 4

Solicitation Number: RFP 040924

Solicitation Name: Rental Equipment, Products, and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Do you have to have coverage across the US to be awarded? Would an award be considered for limited coverage?

**Answer 1:**

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

**Question 2:**

How many bidders will be awarded (sic)?

**Answer 2:**

Refer to RFP section VI. Section A. It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

**Question 3:**

Is it correct that only United Rentals, Sunbelt Rentals and Caterpillar hold this contract currently (sic)? If so, do smaller suppliers have a reasonable chance to get in the award circle (sic)?

**Answer 3:**

The current contract holders for RFP #062320, Equipment Rental and Related Services, are Altec Industries, Inc., Caterpillar Inc., Sunbelt Rentals, and United Rentals. Contract Awards for all Sourcewell contracts can be found at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov). Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

**Question 4:**

Considering the substantial effort involved in submitting, why is this just an annual contract as opposed to a multi-year contract?

**Answer 4:**

Refer to section II., Article D. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

**Question 5:**

In order to benefit all Sourcewell members, we respectfully request that item “Q – Used Rental Equipment Sales” from category 2, also be added to category 3 to support these listed product offerings (sic)?

**Answer 5:**

If a proposer wishes to sell used rental equipment per 2. q., and something from Category 3, they could propose in Category 1. Selling any used rental equipment would fall under Category 2.

**Question 6:**

Can you acknowledge addenda after submission?

**Answer 6:**

Refer to RFP Article V. Section C. If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer’s proposal status to INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:



- i) make any required adjustments to its proposal;
  - ii) acknowledge the addenda; and
  - iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.
- 

End of Addendum

Acknowledgement of this Addendum to RFP 040924 posted to the Sourcewell Procurement Portal on 03/13/2024, is required at the time of proposal submittal.



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council**

**FROM: Caryn Gardner-Young, Community Standards Director**

**THRU: Francine Ramaglia, Town Manager**

**DATE: June 3, 2025**

**SUBJECT: Civil Citations**

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**Background:**

Chapter 162, Florida Statutes, provides for the enforcement of local codes and ordinances by multiple means. Part I of Chapter 162 includes procedures for hearings before special magistrates and code enforcement boards, while Part II includes procedures for hearings in county courts. However, sections 162.03(2), 162.13 and 162.22 authorize municipalities to provide other means of obtaining compliance with local codes.

Ordinance No. 2024-17, which was adopted by the Town Council on December 3, 2024, established a supplemental means of enforcing the Town's codes. The adopted ordinance authorizes code officers to issue a warning for violations of the Town's Code. The warning establishes a reasonable compliance date of no more than thirty (30) days from the date of issuance to correct the violation. Upon finding good cause for an extension, a code officer may extend the deadline for compliance, up to ninety (90) days from the date of issuance of the warning. If the violation remains uncorrected after the applicable deadline has passed, the code officer may issue a citation to the violator. Where the violation is irreparable/irreversible or poses a serious threat to the public health, safety, or welfare, a warning is not required.

Warnings and citations may be served by hand delivery, by certified mail, or by posting in accordance with the notice procedures in section 162.12, Florida Statutes. Once a citation has been served, the violator must either pay the penalty or request a hearing before the Special Magistrate appointed by the Town. The maximum penalty per citation is \$500. It also provides for lower penalties if the violator does not contest the citation and pays the penalty within the timeframe on the citation. The Special Magistrate's ruling may be appealed to the Circuit Court.

Once a penalty is paid, it is deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation. If a penalty is unpaid and the citation is not timely appealed, this is also deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation. The adopted ordinance provided for unpaid penalties to be enforced by any allowable legal means, including but not limited to, instituting civil proceedings to compel payment.

The adopted ordinance requires a schedule of violations and penalties to be adopted by resolution. At its regular meeting on November 12, 2024, the Town Council discussed the proposed resolution

and directed staff to remove violations related to alcohol and violations related to the sign code. Accordingly, those violations have been removed from the table of violations and penalties. At its regular meeting on December 3, 2024, the Town Council provided additional feedback on the proposed resolution. At its June 3, 2025, meeting, the Town Council asked Town Staff to consider additional modifications. A revised resolution and schedule of violations and penalties is attached.

**Recommendation:**

Discussion and Approval of the Resolution to provide a list of violations that citations can be issued.

Attached: Ordinance 2024-017

# **TOWN OF LOXAHATCHEE GROVES**

## **RESOLUTION NO. 2025-42**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves, Florida, adopted civil citation procedures as set forth in Article II, Chapter 14 of the Code of Ordinances; and

**WHEREAS**, the civil citation procedures provide for the issuance of a civil citation, including an immediate penalty, for applicable violations; and

**WHEREAS**, subsection 14-16(d) provides that a schedule of applicable violations and penalties shall be established and amended from time to time by resolution of the Town Council; and

**WHEREAS**, the Town Council wishes to adopt the “Schedule of Violations and Civil Penalties” as set forth in **Exhibit A** (“Schedule”) which is attached hereto and incorporated herein; and

**WHEREAS**, the Town Council finds that the adoption of the Schedule serves a valid public purpose.

### **NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The Town Council hereby approves the “Schedule of Violations and Civil Penalties” set forth in **Exhibit A**.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 5.** This Resolution shall become effective upon its adoption.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                 | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|---------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCILMEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PAUL COLEMEN, COUNCILMEMBER     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Lisa El-Ramey

\_\_\_\_\_  
Councilmember Paul Coleman

**Exhibit A****Schedule of Violations and Civil Penalties**

| VIOLATION                                                                                                                                                                                    | PENALTY*<br>FIRST<br>VIOLATION | PENALTY*<br>REPEAT<br>VIOLATION |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------|
| <i>Failure to Obtain Required Permit:</i><br>Any violation of Sec. 05-040, Chapter 5, Unified Land Development Code (ULDC)                                                                   | \$250                          | \$500                           |
| <i>Failure to Comply with Regulations Related to Conditional Uses:</i><br>Any violation of Article 80, Part III, Unified Land Development Code (ULDC)                                        | \$250                          | \$500                           |
| <i>Improper Disposal of Waste Materials:</i><br>Any violation of Chapter 38, Code of Ordinances                                                                                              | \$250                          | \$500                           |
| <i>Failure to Maintain Property:</i><br>Any violation of Sec. 45-010, Part III, ULDC; and<br>Any violation of Articles II and III, Chapter 10, Code of Ordinances                            | \$250                          | \$500                           |
| <i>Prohibited Vegetation Removal:</i><br>Any violation of Sec. 87-030, Article 87, Part III, ULDC                                                                                            | \$250                          | \$500                           |
| <i>Failure to Follow Regulations Related to Recreational Vehicles:</i><br><u>Any violation of Article 92, Part III, ULDC</u>                                                                 | \$250                          | \$500                           |
| <i>Prohibited Discharge of Fireworks</i><br><u>Any violation of Chapter 27, Code of Ordinance</u>                                                                                            | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Illegal Outdoor Storage</i><br><u>Any violations of Sec. 20-010, Sec. 25-010 and Sec. 30-010, Unified Land Development Code (ULDC)</u>                                                    | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Failure to Obtain a Business Tax Receipt</i><br><u>Any violation of Chapter 22, Code of Ordinance</u>                                                                                     | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Illegal Use of Rights-of-Way and/or Swales</i><br><u>Any violation of Sec. 70-010, Unified Land Development Code (ULDC)</u>                                                               | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Failure to Maintain Swales and/or Culverts</i><br><u>Any violation of Sec. 70-015, Unified Land Development Code (ULDC)</u>                                                               | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Failure to Obtain a Floodplain Development Permit or FDA</i><br><u>Any violation of Sec. 175-115, Unified Land Development Code (ULDC)</u>                                                | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Illegal Installation of Landscaping in Sight Distance Triangle</i><br><u>Any violation of Sec. 85-035 and Article 105, of Unified Land Development Code (UDLC)</u>                        | <u>\$250</u>                   | <u>\$500</u>                    |
| <i>Illegal Continuance of Work After Stop Work Order</i><br><u>Any violation of Sec. 175-250</u>                                                                                             | <u>\$250</u>                   | <u>\$500</u>                    |
| <b>* For all violations listed in this Table: if paid within the timeframe set forth on the citation, the penalty shall be \$200 for a First Violation and \$450 for a Repeat Violation.</b> |                                |                                 |

**ORDINANCE NO. 2024-17**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 14 “CODE ENFORCEMENT” OF ITS CODE OF ORDINANCES BY ADOPTING ARTICLE I “IN GENERAL” TO INCLUDE EXISTING SECTIONS 14-1 THROUGH 14-4, AND BY ADOPTING ARTICLE II “CIVIL CITATION PROCEDURES” TO PROVIDE CITATION PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves, 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 is empowered to provide for the health, safety, and welfare of the residents and visitors of the Town of Loxahatchee Groves; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to allow for the issuance of code enforcement citations for appropriate violations of the Code of Ordinances and the Unified Land Development Code; and

**WHEREAS**, in accordance with Section 166.041, Florida Statutes, the Town prepared a business impact estimate prior to final consideration of this ordinance and posted said estimate on the Town’s website no later than the date the notice of proposed adoption of the ordinance was published pursuant to subsection 166.041(3)(a), Florida Statutes (i.e., at least ten (10) days prior to the adoption of the ordinance); and

**WHEREAS**, the Town Council finds the adoption of the Ordinance serves a valid public purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2.** The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 14 “Code Enforcement” by adopting Article I “In General” to include existing sections 14-1, 14-2, 14-3, and 14-4 and to adopt Article II “Civil Citation Procedures” as follows:

**ARTICLE I. – IN GENERAL**

\* \* \*

**Secs. 14-5 – 14-14. – Reserved.****ARTICLE II. – CIVIL CITATION PROCEDURES****Sec. 14-15. – Generally.**

(a) Authority. This article is adopted pursuant to F.S. §§ 162.03(2), 162.13, and 162.22, as an alternative method of code enforcement and is enacted to promote, protect, and improve the health, safety, and welfare of residents and visitors of the town.

(b) Special magistrate. This article authorizes the appointment of one (1) or more special magistrates with authority to hear appeals of civil citations issued pursuant to this article and to provide an equitable, expeditious, and inexpensive method of code enforcement. The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings not in conflict with this article;
- (2) Subpoena alleged violators and witnesses to special magistrate hearings.  
Subpoenas may be served by the town's law enforcement agency;
- (3) Subpoena evidence to special magistrate hearings;
- (4) Take testimony under oath; and
- (5) Issue orders having the full force of law to command whatever steps are necessary to bring a violation into compliance.

(c) Definitions.

- (1) When not inconsistent with the intent and purpose of this article, the definitions that apply in code section 14-1 shall apply herein.
- (2) A “code compliance officer” or “code inspector” means any designated employee or agent of the town whose duty it is to enforce the codes and ordinances enacted by the town. The town may designate appropriate town employees and agents as code inspectors including, but not be limited to, code compliance employees, building department employees, and law enforcement officers.
- (3) “Person” includes individuals, firms, associations, partnerships, estates, trusts, fiduciaries, corporations, and all other groups or combinations.

(d) Schedule of violations and civil penalties; costs. A violation for which a citation may be issued pursuant to this article shall constitute a civil infraction. The maximum penalty for a violation enforced pursuant to this article shall be five hundred dollars (\$500.00). A



penalty less than the maximum penalty shall apply if the person cited does not contest the citation and instead pays the penalty within the time indicated by the code inspector. Costs incurred by the town in the successful prosecution of a citation may be assessed by the special magistrate in his or her order. A schedule of violations and civil penalties shall be established by resolution of the town council.

(e) *Separate violations.* Each day on which a violation exists is a separate violation.

**Sec. 14-16. – Citation procedure.**

(a) *Issuance.* If a code inspector has reasonable cause to believe that a person has violated a code or ordinance of the town, the code inspector shall serve the person with a written warning prior to issuing a citation. The warning shall specify a reasonable time, not to exceed thirty (30) days from the date of issuance of the warning, within which the person must correct the violation. If the violation is not corrected within the deadline provided in the warning, the code inspector may issue a citation to the person.

(b) *Circumstances in which warning not required.* A code inspector is not required to provide a warning and may immediately issue a citation if a repeat violation is found, or if the code inspector has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(c) *Extension.* A code inspector may, in his or her discretion and upon a finding of good cause, administratively extend the deadline for corrective action set forth in a warning. The total of any extension(s) granted pursuant to this subsection shall not exceed ninety (90) days from the date of issuance of the warning.

(d) *Notice.* Warnings and citations shall be served in the manner prescribed by F.S. § 162.12.

(e) *Citation form.* A citation issued pursuant to this article shall include the following information:

- (1) The date and time of issuance.
- (2) The name and address of the person to whom the citation is issued.
- (3) The date, time, and location where the violation occurred.
- (4) A general statement of the facts supporting reasonable cause.
- (5) The number or section of the ordinance or code violated.

- (6) The name and title of the code inspector.
- (7) The procedure for the person to follow to pay the fine or appeal the citation.
- (8) The amount of the potential penalty and administrative costs if the person contests the citation.
- (9) The amount of the penalty if the person pays the citation and does not contest the citation.
- (10) A statement that if the person fails to pay the penalty or appeal the citation within the time allowed, or if the person appeals the citation but fails to appear before the special magistrate, he or she shall be deemed to have waived the right to contest the citation and an order may be entered against the person for an amount up to the maximum penalty plus administrative costs, if applicable. Such order may be entered by the special magistrate without a hearing.
- (11) If the citation fails to include any of the information set forth above or includes inaccurate information, the town may issue a corrected citation to the person by regular mail to the address provided to the town.

(f) *Compliance; appeal.* To comply with a citation, a person shall pay the penalty within the time provided in the citation. Alternatively, a person may appeal a citation by requesting a hearing before the special magistrate pursuant to code section 14-17(a).

(g) *Repeat violation.* Once a penalty is paid, it is deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation under this article. If a penalty is unpaid and the citation is not appealed within the time provided for in the citation, it is also deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation under this article.

**Sec. 14-17. – Hearing before the special magistrate.**

(a) *Hearing request.* A person who wishes to appeal a citation to the special magistrate shall deliver a written request for a hearing to the town's code compliance division on or before the time provided in the citation. The request shall include the person's name, citation number, code section/ordinance number allegedly violated, date of issuance, and the person's current telephone number and mailing address. The town will schedule a hearing before the special magistrate and will send the notice of hearing to the person by regular mail at the mailing address included in the request for hearing.

(b) *Waiver of rights.* If the person fails to pay the penalty and fails to request a hearing pursuant to code section 14-17(a), he or she shall be deemed to have waived the right to appeal the citation, and the special magistrate may automatically enter an order for the amount of the penalty without the need for a hearing. If the person requests a hearing pursuant to code section 14-17(a) but fails to appear before the special magistrate, he or she shall be deemed to have waived the right to further appeal the citation. The hearing may proceed without the person present, and the special magistrate may enter an order for an amount up to the maximum penalty in addition to administrative costs.

(c) *Hearing.*

(1) *Procedure.* All testimony at the special magistrate hearing shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and the alleged violator and may take testimony from any other witness he or she deems appropriate. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings. The town shall be responsible for proving the violation by a preponderance of the evidence standard.

(2) *Order.* The special magistrate, after a hearing on a citation, shall determine whether or not a violation occurred. If a violation is found to have occurred, the special magistrate may enter an order requiring payment of the applicable penalty and administrative costs by a date certain.

#### **Sec. 14-18. – Failure to pay.**

If a violator fails to pay a civil penalty and/or costs as ordered by the special magistrate, the town may use any means authorized by law to secure compliance, including but not limited to the filing of civil proceedings in a court of competent jurisdiction to compel payment.

#### **Sec. 14-19. – Appeal of special magistrate's order.**

The town or the violator may appeal an order of the special magistrate to the circuit court. Such an appeal shall be limited to appellate review of the record created before the special magistrate. Such appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

#### **Sec. 14-20. – Alternative means of enforcement.**

The provisions of this article are additional and supplemental means of enforcing town codes and ordinances and may be used for the enforcement of any code or ordinance. Nothing

contained in this article shall prohibit the town from enforcing its codes or ordinances by any other method. Enforcement methods may include, but are not limited to, the issuance of a notice of violation or notice to appear in county court, arrest as authorized by law, injunctive relief, or any other available remedy at law or in equity.

**Sec. 14-21. – Representation by town attorney.**

The town attorney is authorized to represent the town in administrative and legal proceedings pursuant to this article.

**Section 3: Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 4: Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

**Section 5: Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

**Section 6: Effective Date.** This ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 12<sup>TH</sup> DAY OF NOVEMBER 2024.**

Councilmember Maniglia offered the foregoing ordinance. Councilmember

Danowski seconded the motion, and upon being put to a vote, the vote was as follows:

|                                 | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|---------------------------------|------------|------------|---------------|
| ANITA KANE, MAYOR               | Aye        |            |               |
| MARGARET HERZOG, VICE MAYOR     | Aye        |            |               |
| PHILLIS MANIGLIA, COUNCILMEMBER | Aye        |            |               |
| LAURA DANOWSKI, COUNCILMEMBER   |            | Nay        |               |
| ROBERT SHORR, COUNCILMEMBER     |            | Nay        |               |

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 3<sup>RD</sup> DAY OF DECEMBER 2024.**

Councilmember Maniglia offered the foregoing ordinance. Vice Mayor Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

Signed by:

*Valerie Oakes*

06E744C2F37F4A4...

Town Clerk

Signed by:

*Anita Kane*

A9C9C565B3A042F...

Mayor Anita Kane, Seat 3

*Voted: Aye*

Signed by:

*Margaret Herzog*

69ECD67738A6448...

Vice Mayor Margaret Herzog, Seat 5

*Voted: Aye*

Signed by:

*Phillis Maniglia*

AB631C751C9F4A9...

Councilmember Phillis Maniglia, Seat 1

*Voted: Aye*

APPROVED AS TO LEGAL FORM:

Signed by:

*Glen J. Torcivia*

16C58714DE0545B...

Office of the Town Attorney

Signed by:

*Laura J Danowski*

378F74307D6D4A6...

Councilmember Laura Danowski, Seat 2

*Voted: Nay*

Signed by:

*Robert Shorr*

1A49AD4C7AB143B...

Councilmember Robert Shorr, Seat 4

*Voted: Nay*



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**DATE: June 3, 2025**

**SUBJECT: Consideration of approval of *Resolution 2025- 43 - Renewal of Agreement with Caballero Fierman Llerena & Garcia, LLP to provide Audit Services for Fiscal Year ending September 30, 2025***

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**Background:**

On October 4, 2022, the Town Council adopted Resolution 2022-71 and approved an Agreement with Caballero Fierman Llerena Garcia, LLP, for audit services. The firm had been selected after being the sole respondent to a Request for Proposals put forth by the Town in accordance with Section 218.391 Florida Statutes. The Agreement was for a three (3) year period covering audits for fiscal years ending on September 30, 2022, 2023 and 2024. Those reports have now been completed.

Paragraph 3.a. of the Agreement provided the Town with the right to renew the services for additional one-year renewals. The pricing for the services for the renewal years was set forth in Exhibit C to the Agreement and for the year ending September 30, 2025 the cost of the Financial Statement Audit/ Annual Comprehensive Financial Report is \$42,700 and \$7,500 for a Single Audit if one is required or requested. Through the first three years of the Agreement, no single audit has been required or requested. In accordance with the Agreement the charges for services have increased by less than 5% per year, increasing from \$37,200 to the 42,700 for next year.

If the Council does not renew the Agreement, the Town will have to solicit interest for the services pursuant State Statutes as municipalities are required to have an Annual Comprehensive Financial Report every year done by qualified auditors. When selecting new auditors, the Town must make the selection through a competitive process. Since the solicitation in 2022 contemplated the two one-year renewals, the Town Council may approve the renewal of the Agreement with the current auditors without the necessity of a competitive solicitation.

The Town Council and Town staff have been satisfied with the services performed by the firm.



155 F Road Loxahatchee Groves, FL 33470

**Recommendation:**

Staff recommends the Town Council approve ***Resolution 2025-43*** authorizing the first renewal of the Agreement with Caballero Fierman Llerena Garcia, LLP, for audit services for the fiscal year ending September 30, 2025.

**RESOLUTION NO. 2025 - 43**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CABALLERO FIERMAN LLERENA GARCIA, LLP FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2024-2025; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 218.391, Florida Statutes, the Town of Loxahatchee Groves, Florida ("Town") issued Request for Proposals No. 2022-01 for "Annual Audit Services Fiscal Years 2022 through 2024" ("RFP"); and

**WHEREAS**, Caballero Fierman Llerena Garcia, LLP, a Florida limited liability partnership ("Consultant") submitted its "Proposal for Annual Audit Services" ("Proposal") in response to the RFP; and

**WHEREAS**, the Town approved Resolution 2022-71 and entered into a professional services agreement with the Consultant for annual audit services a copy of which is attached hereto as Exhibit A ("Agreement"); and

**WHEREAS**, pursuant to the terms of the Agreement the Town has the right to renew the services of Consultant for two additional one (1) year renewals; and

**WHEREAS**, the Town having been satisfied with Consultant's performance under the Agreement, desires to exercise its right to renew the Agreement for an additional year covering audit services for the 2024 – 2025 fiscal year, at the previously agreed upon price of \$42,700 for the Financial Statement Audit/CAFR and if required or requested a Single Audit for the price of \$7,500 as set forth in Exhibit "C" to the Agreement.



**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; and

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the renewal of the Professional Services Agreement for Annual Audit Services with Caballero Fierman Llerena Garcia, LLP, for the fiscal year ending on September 30, 2025. The pricing for the services shall be in accordance with Exhibit C of the agreement. The mayor is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 3.** The Town continues to reserve the right to renew the Agreement for a second year, at a later date.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or. Application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF JUNE, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Resolution No. 2025-44; Sod Contract

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**Background:** The Public Works Department is interested in implementing a new Village of Wellington piggyback contract for both GVI Garden Center and Odum's Sod, Inc. GVI Garden Center was the primary awardee and Odum Sod was the secondary. Implementing an agreement with both contractors provides the Town with additional resources and a sense of security in the event one contractor cannot provide services in a timely manner.

**Recommendations:** Staff recommends approval of Resolution No. 2025-44.

**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2025 - 44**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH GVI GARDEN CENTER, INC. AND ODUMS SOD, INC. FOR SOD SERVICES AND GOODS UTILIZING WELLINGTON ITB#202509—ANNUAL SOD CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town is in need of reliable sources for goods and services relating to the provision of sod services and goods; and

**WHEREAS**, the Village of Wellington (“Wellington”) conducted a competitive procurement of services and awarded a sod services and goods contract to several vendors, including GVI Garden Center, Inc. and Odums Sod, Inc., expiring on April 7, 2026 with four (4) optional one-year renewals (“Wellington Contract”); and

**WHEREAS**, the Town has reviewed the terms of the Wellington Contract and has determined the Contractor’s rates set forth therein for the needed goods and services are fair and reasonable; and

**WHEREAS**, the Town Council desires to enter into separate piggyback agreements for sod services and goods with GVI Garden Center, Inc. and Odums Sod, Inc. utilizing the Wellington ITB#202509-Annual Sod Contract, each of which are incorporated and attached hereto as Exhibit “A” (“GVI Garden Center Agreement”) and Exhibit “B” (“Odums Sod Agreement”); and

**WHEREAS**, Section 2-133(b)(5) of the Town of Loxahatchee Groves’s (“Town”) Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town Council has determined that entering into the GVI Garden Center Agreement and the Odums Sod Agreement serves a public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the agreements for sod services and goods attached as Exhibit “A,” the GVI Garden Center Agreement, and Exhibit “B,” the Odums Sod Agreement; authorizes use of the goods and services under each piggyback agreement so long as the Wellington Contract is in effect, including all renewals or extensions; and authorizes the Mayor to execute any and all documents to implement the intent of this Resolution.

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

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF JUNE, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

*Voted:*  
\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

## AGREEMENT

This Agreement for Sod ("Agreement") is made as of the 12 day of May, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation ("TOWN"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **GVI Garden Center, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with a principal address of 13415 Southern Blvd. Loxahatchee, Florida 33470.

## RECITALS

WHEREAS, the TOWN is a Florida municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide sod services and goods within its jurisdictional limits ("SERVICES"); and

WHEREAS, the Village of Wellington, through a competitive procurement process for ITB#202509, awarded an Annual Sod Contract ("CONTRACT") to CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the CONTRACT and has determined the CONTRACTOR's rates set forth therein for the needed goods and services are fair and reasonable; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT except as otherwise amended herein; and

WHEREAS, Section 2-133(b)(5) of the TOWN's Purchasing Code permits the TOWN to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the TOWN is the same or less than the price of the contracting government agency; and

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as amended herein and as more fully set forth in this Agreement; and

WHEREAS, the TOWN finds this Agreement serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.



2. Contract. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement (non-exclusive), and is incorporated herein by this reference. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein, except as amended herein.

3. Effective Date, Term and Renewal. The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on April 7, 2026 or until the CONTRACTOR has completed all maintenance work that was commenced prior to April 7, 2026 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later. The Agreement may be renewed at the option of the TOWN for four (4) additional one-year renewal terms upon written notice to CONTRACTOR.

4. Services. In accordance with the terms and conditions in the CONTRACT and pricing herein, the CONTRACTOR shall perform SERVICES as requested by the TOWN, as more fully set forth in Exhibit 1 ("Bid Tabulation") and Exhibit 2 ("ITB#20259") to this Agreement.

5. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

6. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), consistent with the CONTRACT as more particularly set forth in Exhibit 1 ("Bid Tabulation") and Exhibit 2 ("ITB#20259"), CONTRACTOR waives special, consequential and incidental damages for claims, disputes or any other matters in question arising out of or relating to this Agreement whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. **The TOWN will not expend more than**



**the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

7. Miscellaneous Provisions.

7.1 Successors and Assigns: The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Headings, References, and Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

7.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

7.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. Except as otherwise authorized in the Agreement, this Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

7.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7.6 Governing Law; Consent to Jurisdiction; Remedies; Enforcement Costs: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or



proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

7.7 Third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

7.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

7.9 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, [TOWNCLERK@LOXAHATCHEEGROVESFL.GOV](mailto:TOWNCLERK@LOXAHATCHEEGROVESFL.GOV), OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

7.10 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.11 Palm Beach County IG; Public Entity Crimes: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. As provided in sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the CONTRACTOR certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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7.14 Scrutinized Companies: CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida



Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

## 8. Indemnity:

8.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

8.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

## 9. Insurance:

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of



insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this

Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

11. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

**[The remainder of this page is intentionally left blank.  
Signature page follows.]**



IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

**CONTRACTOR:**  
**GVI Garden Center, Inc., a corporation**  
**authorized to do business in the State of**  
**Florida**

[Corporate Seal]

By: Ashley Wilkinson  
Print Name: Ashley Wilkinson  
Title: VP

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 12 day of May, 2025 by Ashley Wilkinson [individual's name] as VP [title] of GVI Garden Center, Inc., a corporation authorized to do business in the State of Florida, and 1 who is personally known to me or who has produced the following \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind GVI Garden Center, Inc. to the same.

Notary Public



\_\_\_\_\_  
Print Name: Tara O. Gibb  
My commission expires: 10/25/26

## **EXHIBIT 1**

### **Bid Tabulation** **(inclusive of this cover page, a total of 3 pages)**



**EXHIBIT 2**

**ITB#202509**

**(inclusive of this cover page, a total of 33 pages)**

## AGREEMENT

May This Agreement for Sod ("Agreement") is made as of the 8<sup>th</sup> day of \_\_\_\_\_, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation ("TOWN"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Odums Sod, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with a mailing address of 16571 Rembrandt Rd., Loxahatchee, Florida 33470.

## RECITALS

WHEREAS, the TOWN is a Florida municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide sod services and goods within its jurisdictional limits ("SERVICES"); and

WHEREAS, the Village of Wellington, through a competitive procurement process for ITB#202509, awarded an Annual Sod Contract ("CONTRACT") to CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the CONTRACT and has determined the CONTRACTOR's rates set forth therein for the needed goods and services are fair and reasonable; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT except as otherwise amended herein; and

WHEREAS, Section 2-133(b)(5) of the TOWN's Purchasing Code permits the TOWN to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the TOWN is the same or less than the price of the contracting government agency; and

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as amended herein and as more fully set forth in this Agreement; and

WHEREAS, the TOWN finds this Agreement serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Contract. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement (non-exclusive), and is incorporated herein by this reference. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein, except as amended herein.

3. Effective Date, Term and Renewal. The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on April 7, 2026 or until the CONTRACTOR has completed all maintenance work that was commenced prior to April 7, 2026 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later. The Agreement may be renewed at the option of the TOWN for four (4) additional one-year renewal terms upon written notice to CONTRACTOR.

4. Services. In accordance with the terms and conditions in the CONTRACT and pricing herein, the CONTRACTOR shall perform SERVICES as requested by the TOWN, as more fully set forth in Exhibit 1 ("Bid Tabulation") and Exhibit 2 ("ITB#20259") to this Agreement.

5. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

6. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), consistent with the CONTRACT as more particularly set forth in Exhibit 1 ("Bid Tabulation") and Exhibit 2 ("ITB#20259"), CONTRACTOR waives special, consequential and incidental damages for claims, disputes or any other matters in question arising out of or relating to this Agreement whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. **The TOWN will not expend more than**



**the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

7. Miscellaneous Provisions.

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proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

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#### 8. Indemnity:

8.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

8.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

#### 9. Insurance:

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of



insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this



Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

11. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

**[The remainder of this page is intentionally left blank.  
Signature page follows.]**

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

**CONTRACTOR:**

**Odums Sod, Inc., a corporation authorized  
to do business in the State of Florida**

By: \_\_\_\_\_  
Print Name: Warren L Prescott Jr.  
Title: President

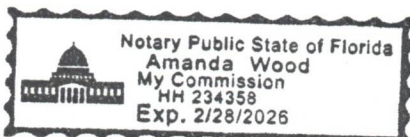
[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or online notarization this 8<sup>th</sup> day of May, 2025 by Warren L Prescott Jr. [individual's name] as President [title] of Odums Sod, Inc., a corporation authorized to do business in the State of Florida, and ☒ who is personally known to me or    who has produced the following N/A as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind GVI Odums Sod, Inc. to the same.

Notary Public

Amanda Wood  
Print Name: Amanda Wood  
My commission expires: 2-28-2026



## **EXHIBIT 1**

### **Bid Tabulation (inclusive of this cover page, a total of 3 pages)**

## **EXHIBIT 2**

**ITB#202509**

**(inclusive of this cover page, a total of 33 pages)**



### **ADVERTISEMENT/INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for **ITB #202509 Annual Sod Contract**

All Bids must be received, no later than **March 18, 2025 at 11:00 am. local time**, at which time all Bids will be publicly opened via Zoom – **Meeting ID: 839 8855 0276 and Passcode: Kk4BF&**

Bids may be submitted electronically through the Village of Wellington’s bid portal or delivered/mailed to the Clerk’s Office at the address below.

- Electronic Bids will only be accepted when submitted through the Village of Wellington’s bid portal. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk’s Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk’s Office does not constitute “receipt” as required by this solicitation. The Clerk’s Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, (“Owner”).

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) or at [www.wellingtonfl.gov/purchasing](http://www.wellingtonfl.gov/purchasing) **starting on February 21, 2025**. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

**Wellington  
ATTN: Clerk’s Office  
12300 Forest Hill Blvd  
Wellington, FL 33414**

### **ENVELOPE MUST BE IDENTIFIED AS SEALED BID #202509 – Annual Sod Contract**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington’s Purchasing Division: Emma Ramirez, Phone 561-791-4021 or email [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov) .

Publish: Palm Beach County Legal Notices – <https://www.pbcfllegalnotices.com/163/Wellington>

**Date: February 21, 2025**

**SUBMIT BIDS TO:**  
Wellington  
Attn: Clerk's Office  
12300 Forest Hill Blvd  
Wellington, FL 33414

**REFER ALL INQUIRIES TO PRIMARY CONTACT:**  
Purchasing Division  
12300 Forest Hill Blvd  
Wellington, FL 33414  
Phone:(561)\_\_\_\_\_

# Wellington INVITATION TO BID

COMMODITY/SERVICE

**BID TITLE:**

Annual Sod Contract

**BID NO:**

202509

**NAME OF FIRM, ENTITY, or ORGANIZATION:**

**NAME OF CONTACT PERSON**

**VENDOR MAILING ADDRESS:**

**CITY:**

**ZIP:**

**STATE:**

**TITLE**

**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):**

**CITY:**

**ZIP:**

**STATE:**

**PHONE NUMBER:**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):**

**EMAIL ADDRESS:**

**STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)**

**FAX NUMBER:**

**ORGANIZATIONAL STRUCTURE (Please Check One):**

Corporation ☐

Partnership ☐

Proprietorship ☐

Joint Venture ☐

Other ☐

*If Corporation, please provide the following:*

(A) Date of Incorporation: \_\_\_\_\_  
Month / Day / Year

(B) State or Country of Incorporation:

## INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

| EVENT                                                                                              | TIME                                                       | DUE DATE                                |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------|
| Invitation (ITB) Release Date                                                                      | N/A                                                        | February 21, 2025                       |
| Submit Electronic Bid.<br>If submitting paper bid - Number of Bid Hard Copies Including Original → | One (1) Original and One (1) PDF file on CD or Flash Drive | N/A                                     |
| Questions from Bidders to Warrant Response/Addendum                                                | 5:00 PM. Local Time                                        | March 6, 2025                           |
| Bids Received By – (Deadline & Opening)                                                            | 11:00 AM. Local Time                                       | March 18, 2025                          |
| Evaluation Committee Meeting (if applicable)                                                       | N/A                                                        | N/A                                     |
| Posted Notice of Intended Award                                                                    | Tentative                                                  | Tentative/DemandStar.com/Clerk's Office |
| Contract Award by Wellington Council                                                               | TBD                                                        | TBD                                     |

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

**ORDER OF PRECEDENCE:** All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- |                                                                                                                                                                                                       |                                                                                                                               |                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Bid acknowledgement Cover Page</li> <li>2. Instructions to Bidders</li> <li>3. Special Terms and Conditions</li> <li>4. Technical Specifications</li> </ol> | <ol style="list-style-type: none"> <li>5. General Terms and Conditions</li> <li>6. General Instructions to Bidders</li> </ol> | <ol style="list-style-type: none"> <li>7. Schedule of Values &amp; Ordering Instructions and Forms</li> </ol> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
  - (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
  - (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
  - (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.

(d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.



## GENERAL TERMS AND CONDITIONS

- 1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 **EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 **PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- 4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 **MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).  
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
  - (a) **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  - (b) **SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.

- (c) **OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.
- (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 MATERIALS/PRODUCTS QUALITY:** Items must be of the quality set forth in the specifications and may be rejected and returned at bidder's expense. Such materials shall be replaced by awardee within 10 days. Items not delivered or replaced as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against bidder.
- 8 SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, to provide the quality of materials specified, to replace defective materials, as determined in Wellington's sole discretion, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof.

Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protest a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

- 13 LOBBYING/CONE OF SILENCE:** Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

- 14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- (a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.
- (b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.
- (c) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (d) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.
- (e) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any

conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(f) RESPONSIBLE VENDOR DETERMINATION

**Respondent is hereby notified that Section 287.05701 Florida Statutes, requires that Wellington may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.**

- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 NON-DISCRIMINATION:** The bidder shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this solicitation. Bidder shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this solicitation, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Bidder shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Bidder's decisions regarding the delivery of goods or services under this solicitation shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

- 22 QUALITY AND CONDITION:** 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, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
  - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
  - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in the Purchasing Manual in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. 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.
- 29 APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

- 33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35 CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.
- 36 NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.  
No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).
- 37 PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announced, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. HALL AT 561-791-4000, [CHALL@WELLINGTONFL.GOV](mailto:CHALL@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

- 38 TIE BIDS:** If two or more bidders or proposers are tied, the following criteria will be used to break the tie:
- (a) The award will be given to the bidder or proposer whose bid was received earliest by Wellington, as indicated by the time clock stamp impressed upon the bid or proposal.
  - (b) If application of the above criteria does not resolve the tie, a coin toss will be conducted by the Purchasing Manager, with representatives of the affected bidder present.
- 39 ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
- 40. PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

- 41. SCRUTINIZED COMPANIES:** Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this solicitation, BIDDER certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this solicitation is valued greater than \$1 million, BIDDER further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this solicitation. If the Village determines, using credible information available to the public, that BIDDER has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate the Contract and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.
- 42. E-VERIFY - COMPLIANCE WITH F.S. 448.095:** Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

## SPECIAL TERMS AND CONDITIONS

**PURPOSE:** The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for an Annual Sod Contract as specified herein.

**TERM OF CONTRACT:** The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for four (4) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of four (4) year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

**ESCALATION AND DE-ESCALATION DURING RENEWAL:** Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, no less than ninety (90) calendar days prior to the new renewal period. Renewal periods will allow for price adjustments (decrease or increase) in an amount not to exceed the most recent National Consumer Price Index (CPI) percentage for All Urban Customers, Series ID: CUUR0000SA0 – Not Seasonally Adjusted, Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 and/or proof of a manufacturer's price increase, If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

**METHOD OF AWARD:** Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.**

**WORK AUTHORIZATION/PLACING ORDERS:** Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

**PAYMENT:** Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

**DELIVERY:** Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Deliveries shall be made within seventy-two (72) hours after an order is placed, unless coordinated differently with Wellington. Wellington seeks a source of



supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

**PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:** If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

**INSURANCE:** The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:  
(Certificates need to include the following as the Certificate Holder)

Village of Wellington  
c/o Insurance Tracking Services, Inc. (ITS)  
PO Box 60840  
Las Vegas, NV 89160

Email: [VOW@instracking.com](mailto:VOW@instracking.com) or  
Facsimile: +1 (562) 435-2999

#### Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

#### Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$1,000,000 for accident, \$1,000,000 disease each employee, and \$1,000,00 policy limit.
- General Liability Insurance - \$1,000,000 per occurrence combined single limit for bodily Injury and property damage, \$1,000,000 general aggregate. The Village of Wellington shall be listed as an additional insured and coverage shall be on a Primary and Non-Contributory Basis.

- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide limits of liability of \$1,000,000 per accident combined single limit for bodily injury and property damage. This coverage shall be an “Any Auto” type policy. The Village of Wellington shall be listed as an additional insured.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best’s Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

**CONTACT PERSON:** For any additional information regarding the specifications and requirements of this bid, contact: Emma Ramirez at [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov) , 561-791-4021.

**BID CLARIFICATION:** Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov) . The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**GUARANTEE:** The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder’s expense.**

**WARRANTY:** Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer’s warranty information must be submitted with Bid Form.

**PRODUCT/CATALOG INFORMATION:** All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information may result in rejection of your bid.

**COMPLETE PROJECT REQUIRED:** These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

**BID SUBMITTAL:** All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered “Non-Responsive” if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

**LATE BIDS:** The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

**EXCEPTIONS TO SPECIFICATIONS:** Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**COMPLETE INFORMATION REQUIRED ON BID FORM:** All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**ESTIMATED QUANTITIES:** Quantities stated are for bidders’ guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

**SUBCONTRACTORS:** Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the “Questionnaire” included in this Bid document. Wellington reserves the right

to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to e subcontractor against whom he has reasonable objection.

**ACCEPTANCE:** Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

## SPECIFICATIONS

All sod specified in this bid document shall be in compliance with standards established by the Turf green Producers Association of Florida and the Seed Certification Association, Inc. All sod shall be commercial grade quality.

Sod shall be well matted with heavy root development, firm texture, strongly rooted, not less than two years old. Sod shall contain no objectionable vegetation, fungi, fire ants, or disease and machine cut to pad thickness of  $\frac{3}{4}$ " (plus or minus  $\frac{1}{4}$ ") excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted. The soil embedded in the sod shall be free of stones. All sod shall be free of weeds, insects, pests, disease and undesirable native grasses for 2 weeks from the time of installation.

The sod shall be cut in commercial size rectangles, with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.

**Note: Picked-Up Price Category – Only Bidder(s) within a 25-mile radius of the Village of Wellington may bid under this category. The 25-mile radius is not required for the remaining categories.**

**Bidder(s) are not required to bid on all items.**

### **A. ST. AUGUSTINE SOD**

**ST. AUGUSTINE SOLID SOD (Shenotaphrum Secundatum):** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be from a certified grower.
- Sod shall be well matted with strong developed roots and be not less than two years old. Sod shall be free of weeds, insects, pests, disease and undesirable native grasses for 2 weeks from the time of installation. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X  $\frac{3}{4}$ " (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

### **Vendor preparation of surface prior to sod install of St. Augustine Sod:**

Cut/remove vegetation at a depth of 2.5" below surrounding grade of the curbing concrete/asphalt pathways and existing grass. Remaining soil must be loosened and leveled to prevent high or low spots when new sod is planted. All edges of the sod must be clean cut at a 90-degree angle 2.5 inches deep so new sod is level with surrounding grade. Sod must be installed with minimal seems and minimal gaps between existing turfgrass or concrete.

Stripped vegetation and must be removed by the vendor from the site and disposed of within 24hrs of job completion and the surrounding areas left as it was before the vendor entered the site.

### Vendor Installation of St. Augustine Sod:

Prior to installation, the Village will assess and adjust irrigation for proper coverage. If the addition of soil is required to maintain a level surface, the Village will supply the sand/soil mix to the site, but the installation and leveling of the sand/soil mix shall be done by the sod vendor. All sod installed must match the height of surrounding/existing turfgrass or concrete.

- Each delivery shall be accompanied with a certificate of certification
- The vendor is responsible for calling in locates
- The Village will flag irrigation heads and valve boxes

### **B. BAHIA SOD**

**BAHIA (Paspalum Notatum Argentine):** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two years old. Sod shall be free of weeds, insects, pests, disease and undesirable native grasses for the first two weeks. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X  $\frac{3}{4}$ " (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

### **C. CERTIFIED CELEBRATION & SEADWARF – SEASHORE PASPALUM**

#### **TURF SOD – Vendor preparation of surface prior to sod installation:**

Cut/remove vegetation at a depth of  $\frac{1}{2}$ " –  $\frac{3}{4}$ " to the surrounding grade of the field. The remaining soil must be loosened and leveled to prevent high or low spots when new sod is planted. All edges of the sod must be clean cut at a 90 degree angle  $\frac{1}{2}$ " –  $\frac{3}{4}$ " deep so new sod is level with minimal gap between the sod and existing turfgrass.

Stripped vegetation must be removed by the vendor from the site and disposed of within 24hrs of job completion and the surrounding areas left as it was before the vendor entered the site.

### **Vendor Installation of Turf Sod:**

If the addition of soil is required to maintain a level surface we will supply the sand/soil mix to the site, but the installation and leveling of the sand/soil mix is to be done by the sod vendor. All sod installed must match the height of surrounding/existing turfgrass at no more or less than 1/8".

Turf Sod must be certified by Southern Seed Certification Association Inc. and must be accompanied by an official SSCA labeling certificate at the time of delivery. All sod must be cut no more than 48 hrs. prior to installation and maintain it's

color at the time of installation. In addition, all sod delivered must be installed within 24hrs of delivery or sod is refusal by the Village of Wellington. Celebration sod must be harvested to a depth of ½" to ¾" of soil and roots excluding top growth and thatch. Sod shall be free of weeds, insects, pests, disease and undesirable native grasses for 2 weeks from the time of installation.

**D. SEED AND MULCH:** Product shall conform to the following:

- Permanent Crop, Bahia@ 100 # (Alt. mix bahia @ 80 # & Comm. Berm@ 20#
- Cover Crop, Millet (Summer) or Rye (Winter) @ 100 #
- Fertilizer, 16-4-8 standard mix @400#
- Mulch / Hay, Pasture grass @ 1-1.5 Tons

**\* Please note, specification above is based on per acre applied. However, provide price per square feet\***

To start the Culti-Packer will cut and break soil. Then seeds will be applied to area. Then fertilizer, applied. Following that, the hay/mulch is blown over seeded areas, all to be applied at above rate. To finish, all areas will be cut and rolled again with the Culti-Packer. This will create immediate erosion control. Basic growth schedule, cover crop should begin to show in 10 to 14 days with sufficient moisture. That will last about three months (90 TO 120 DATS). At that time, the permanent crop should begin to germinate in 2 to 3 months (60 to 90 days) under ideal conditions

**E. HYDRO SEED:** Product shall conform to the following: Remove and replace any sod as directed by the Project Manager.

- Use equipment specifically designed for mixing the wood fiber, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.
- Use wood fiber that is made of 100% hardwood or softwood and does not contain reprocessed wood or paper fibers. Ensure that a minimum of 50% of the fibers are equal to or greater than 0.15 inch length and a minimum of 50% of the fibers will be retained on a twenty-five mesh screen.
- Mix fertilizer as required into hydroseeding slurry.
- Mix seed into the slurry at rates in accordance with Design Standards, Index 104.
- Ensure that the dye does not contain growth or germination inhibiting chemicals.
- When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compo

**Continue to Page 19**

**Prior Year Item Usage:** Please note, the prior bid items below are set-up different from the new solicitation.

| Item Descriptions                                                                                                                                               | Per Sq. Feet Usage |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| BAHIA - PICKED-UP                                                                                                                                               | 11826              |
| BAHIA - DELIVERED & INSTALLED                                                                                                                                   | 46945              |
| BERMUDA -DELIVERED & INSTALLED                                                                                                                                  | 990                |
| CELEBRATION - DELIVERED                                                                                                                                         | 1260               |
| CELEBRATION - DELIVERED & INSTALLED                                                                                                                             | 185460             |
| CITRA BLUE - ST. AUGUSTINE - PICKED UP                                                                                                                          | 440                |
| CITRA BLUE - ST. AUGUSTINE - DELIVERED & INSTALLED                                                                                                              | 22413              |
| FLORATAM – ST. AUGUSTINE - PICKED-UP                                                                                                                            | 28270              |
| FLORATAM – ST. AUGUSTINE - DELIVERED                                                                                                                            | 11450              |
| FLORATAM – ST. AUGUSTINE - DELIVERED & INSTALLED                                                                                                                | 200640             |
| VENDOR PREPARATION OF SURFACE PRIOR TO SOD INSTALL OF ANY LISTED SOD (CUT/REMOVE VEGETATION & LOOSEN SOIL) FOR THE FOLLOWING TYPES: FLORATAM, BAHIA AND BERMUDA | 68080              |
| <b>Grand Total</b>                                                                                                                                              | <b>577,774</b>     |

**BID PROPOSAL CHECKLIST**

**Note: Please submit your bid in this order for electronic and paper bids.**

YES\_\_\_ NO\_\_\_ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES\_\_\_ NO\_\_\_ 2. Bid Cover Page

YES\_\_\_ NO\_\_\_ 3. Acknowledgment of addendums (if any)

YES\_\_\_ NO\_\_\_ 4. Bid Submittal Form

YES\_\_\_ NO\_\_\_ 5. Schedule of Values

YES\_\_\_ NO\_\_\_ 6. Questionnaire

YES\_\_\_ NO\_\_\_ 7. Drug Free Workplace

YES\_\_\_ NO\_\_\_ 8. Sworn Statement under Section 287.133(3) (a)

YES\_\_\_ NO\_\_\_ 9. Certification Pursuant To Florida Statute § 215.4725

YES\_\_\_ NO\_\_\_ 10. Conflict of Interest

YES\_\_\_ NO\_\_\_ 11. Non-Collusion Affidavit

YES\_\_\_ NO\_\_\_ 12. Insurance Certificates

YES\_\_\_ NO\_\_\_ 13. Copy of Appropriate Licenses

YES\_\_\_ NO\_\_\_ 14. E-Verify Memorandum of Understanding (MOU)

YES\_\_\_ NO\_\_\_ 15. No Coercion for Labor or Services Affidavit



## BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

\_\_\_\_\_  
(Vendor)

agrees to provide material for the **Annual Sod Contract** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

\_\_\_\_\_  
Contractor's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Month)

(Year)

See Excel Attachment

## QUESTIONNAIRE

Item 13.

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? \_\_\_\_\_

2. What is the last project of this nature that you have completed?

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3. Have you ever failed to complete work awarded to you? If so, where and why? \_\_\_\_\_

---



---

4. Name three individuals or corporations for which you have performed work and to which you refer:

|      |         |       |       |
|------|---------|-------|-------|
| Name | Address | Phone | Email |
| Name | Address | Phone | Email |
| Name | Address | Phone | Email |

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

| Name of Project | Owner | Total Contract Value | Contracted Date of Completion | % of Completion to Date |
|-----------------|-------|----------------------|-------------------------------|-------------------------|
|                 |       |                      |                               |                         |
|                 |       |                      |                               |                         |
|                 |       |                      |                               |                         |

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? \_\_\_\_\_

---

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

| Subcontractor | Work to be Performed |
|---------------|----------------------|
|               |                      |
|               |                      |
|               |                      |

8. What equipment do you own that is available for the work? \_\_\_\_\_

| Equipment Type | Equipment Type |
|----------------|----------------|
|                |                |
|                |                |
|                |                |

9. What equipment will you purchase for the proposed work? \_\_\_\_\_

10. What equipment will you rent for the proposed work? \_\_\_\_\_
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.  
\_\_\_\_\_  
\_\_\_\_\_
12. The address of principal place of business is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
20. List and disclose any and all business relations with any members of Wellington Council. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

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

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

---

Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

Item 13.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington  
[print name of the public entity]
- by \_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement] [print individual's name and title]
- whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF \_\_\_\_\_ [signature]

COUNTY OF \_\_\_\_\_ [date]

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ by \_\_\_\_\_  
[date] [name]

He/she is personally known to me or has presented \_\_\_\_\_ as identification.  
[type of identification]

\_\_\_\_\_  
[Notary's Signature and Seal]

\_\_\_\_\_  
Print Notary Name and Commission No.

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
certifies

Print Name

Company Name

that \_\_\_\_\_:

Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List ; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

### CHECK ALL THAT APPLY:

#### **NO CONFLICT:**

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

#### **CONFLICT:**

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)



**NON-COLLUSION AFFIDAVIT**

Item 13.

State of \_\_\_\_\_

County of \_\_\_\_\_

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

\_\_\_\_\_  
Name of Bidder\_\_\_\_\_  
Print name of designated signatory\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

(Affix Seal Here)

## REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

**Construction Industry** - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

**Non-Construction Industry** - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

**Agricultural Industry** - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

**Out of State Employers** must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

**Contractors** are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your business insurance agent, or you may use the following resources to locate an agent: [www.faia.com](http://www.faia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ (Name of Affiant),  
who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Affiant), as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Business Entity), who is personally known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of: \_\_\_\_\_  
Printed Notary Name:  
My Commission Expires:

Bid Tabulation  
Annual Sod Contract ITB #202509

|            |
|------------|
| KEY        |
| Primary    |
| Secondary  |
| Tertiary   |
| Quaternary |

| Orders UNDER 4,000 - Per Unit of Measure                                                                                |                       |       |                            |           |                          |                   |           |                            |           |                         |                   |                       |                            |           |                         |                   |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------|-------|----------------------------|-----------|--------------------------|-------------------|-----------|----------------------------|-----------|-------------------------|-------------------|-----------------------|----------------------------|-----------|-------------------------|-------------------|
|                                                                                                                         |                       |       | Pick-Up                    |           |                          |                   | Delivered |                            |           |                         |                   | Delivered & Installed |                            |           |                         |                   |
| Item Description                                                                                                        | Unit of Measure (UOM) |       | Agricultural Land Services | Odums Sod | *Mola Delivery & Nursery | Gvi Garden Center |           | Agricultural Land Services | Odums Sod | Mola Delivery & Nursery | Gvi Garden Center |                       | Agricultural Land Services | Odums Sod | Mola Delivery & Nursery | Gvi Garden Center |
|                                                                                                                         |                       | Item  | Price                      | Price     | Price                    | Price             | Item      | Price                      | Price     | Price                   | Price             | Item                  | Price                      | Price     | Price                   | Price             |
| Floratam - St. Augustine (See Specs)                                                                                    | Per Sq. Feet          | 12404 | \$ 0.55                    | \$ 0.48   | \$ 0.45                  | \$ 0.44           | 12405     | \$ 0.75                    | \$ 0.52   | \$ 0.56                 | \$ 0.46           | 12406                 | \$ 0.98                    | \$ 0.58   | \$ 0.74                 | \$ 0.52           |
| Citra Blue - St. Augustine (See Specs)                                                                                  | Per Sq. Feet          | 12410 | No Bid                     | \$ 0.59   | \$ 0.62                  | \$ 0.57           | 12411     | No Bid                     | \$ 0.64   | \$ 0.65                 | \$ 0.59           | 12412                 | No Bid                     | \$ 0.70   | \$ 1.00                 | \$ 0.65           |
| Surface Prep. Prior to St. Augustine Sod Installation (See Specs)                                                       | Per Sq. Feet          | N/A   | N/A                        | N/A       | N/A                      | N/A               | N/A       | N/A                        | N/A       | N/A                     | N/A               | N/A                   | N/A                        | N/A       | N/A                     | N/A               |
| Bahia (See Specs)                                                                                                       | Per Sq. Feet          | 12417 | \$ 0.45                    | \$ 0.37   | \$ 0.35                  | \$ 0.28           | 12418     | \$ 0.53                    | \$ 0.39   | \$ 0.40                 | \$ 0.30           | 12419                 | \$ 0.55                    | \$ 0.43   | \$ 0.53                 | \$ 0.42           |
| Bahia (Pegged/Staked) Price includes staking or pegging sod on various slopes (canal and lake banks, slope exceeds 3:1) | Per Sq. Feet          | N/A   | N/A                        | N/A       | N/A                      | N/A               | N/A       | N/A                        | N/A       | N/A                     | N/A               | 12423                 | \$ 0.08                    | \$ 0.10   | No Bid                  | \$ 0.07           |
| Bermuda (See Specs)                                                                                                     | Per Sq. Feet          | 12425 | No Bid                     | \$ 0.62   | \$ 0.80                  | \$ 0.64           | 12426     | No Bid                     | \$ 0.65   | \$ 0.95                 | \$ 0.66           | 12427                 | No Bid                     | \$ 0.69   | \$ 1.00                 | \$ 0.70           |
| Certified Celebration (See Specs)                                                                                       | Per Sq. Feet          | 12431 | No Bid                     | \$ 0.62   | \$ 0.80                  | \$ 0.64           | 12432     | No Bid                     | \$ 0.65   | \$ 0.95                 | \$ 0.66           | 12433                 | No Bid                     | \$ 0.69   | \$ 1.00                 | \$ 0.70           |
| SeaDwarf - Seashore Paspalum (See Specs)                                                                                | Per Sq. Feet          | 12437 | No Bid                     | No Bid    | \$ 1.95                  | No Bid            | 12438     | No Bid                     | No Bid    | \$ 2.00                 | No Bid            | 12439                 | No Bid                     | No Bid    | \$ 2.50                 | No Bid            |
| Surface Prep. Prior to Celebration and SeaDwarf/Seashore Paspalum Turf Installation (See Specs)                         | Per Sq. Feet          | N/A   | N/A                        | N/A       | N/A                      | N/A               | N/A       | N/A                        | N/A       | N/A                     | N/A               | N/A                   | N/A                        | N/A       | N/A                     | N/A               |
| Seed and Mulch (See Specs)                                                                                              | Per Sq. Feet          | 12444 | No Bid                     | No Bid    | No Bid                   | No Bid            | 12445     | No Bid                     | No Bid    | No Bid                  | No Bid            | 12446                 | \$ 1.30                    | No Bid    | No Bid                  | No Bid            |
| Hydro Seed (See Specs)                                                                                                  | Per Sq. Feet          | 12450 | No Bid                     | No Bid    | No Bid                   | No Bid            | 12451     | No Bid                     | No Bid    | No Bid                  | No Bid            | 12452                 | \$ 1.30                    | No Bid    | No Bid                  | No Bid            |

\*Vendor is not within the 25-mile radius of the Village of Wellington for picked-up category.

Bid Tabulation  
Annual Sod Contract ITB #202509

|            |
|------------|
| KEY        |
| Primary    |
| Secondary  |
| Tertiary   |
| Quaternary |

| Orders OVER 4,000 - Per Unit of Measure                                                                                 |                       |       |                            |           |                          |                   |           |                            |           |                         |                   |                       |                            |           |                         |                   |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------|-------|----------------------------|-----------|--------------------------|-------------------|-----------|----------------------------|-----------|-------------------------|-------------------|-----------------------|----------------------------|-----------|-------------------------|-------------------|
|                                                                                                                         |                       |       | Pick-Up                    |           |                          |                   | Delivered |                            |           |                         |                   | Delivered & Installed |                            |           |                         |                   |
| Item Description                                                                                                        | Unit of Measure (UOM) |       | Agricultural Land Services | Odums Sod | *Mola Delivery & Nursery | Gvi Garden Center |           | Agricultural Land Services | Odums Sod | Mola Delivery & Nursery | Gvi Garden Center |                       | Agricultural Land Services | Odums Sod | Mola Delivery & Nursery | Gvi Garden Center |
|                                                                                                                         |                       | Item  | Price                      | Price     | Price                    | Price             | Item      | Price                      | Price     | Price                   | Price             | Item                  | Price                      | Price     | Price                   | Price             |
| Floratam - St. Augustine (See Specs)                                                                                    | Per Sq. Feet          | 12407 | \$ 0.54                    | 0.48      | \$ 0.42                  | \$ 0.44           | 12408     | \$ 0.74                    | \$ 0.52   | \$ 0.44                 | \$ 0.46           | 12409                 | \$ 0.79                    | \$ 0.58   | \$ 0.72                 | \$ 0.50           |
| Citra Blue - St. Augustine (See Specs)                                                                                  | Per Sq. Feet          | 12413 | No Bid                     | \$ 0.59   | \$ 0.59                  | \$ 0.57           | 12414     | No Bid                     | \$ 0.64   | \$ 0.63                 | \$ 0.59           | 12415                 | No Bid                     | \$ 0.70   | \$ 1.00                 | \$ 0.62           |
| Surface Prep. Prior to St. Augustine Sod Installation (See Specs)                                                       | Per Sq. Feet          | N/A   | N/A                        | N/A       | N/A                      | N/A               | N/A       | N/A                        | N/A       | N/A                     | N/A               | 12416                 | No Bid                     | No Bid    | \$ 1.00                 | \$ 0.40           |
| Bahia (See Specs)                                                                                                       | Per Sq. Feet          | 12420 | \$ 0.42                    | \$ 0.37   | \$ 0.30                  | \$ 0.28           | 12421     | \$ 0.49                    | \$ 0.39   | \$ 0.32                 | \$ 0.30           | 12422                 | \$ 0.42                    | \$ 0.43   | \$ 0.53                 | \$ 0.40           |
| Bahia (Pegged/Staked) Price includes staking or pegging sod on various slopes (canal and lake banks, slope exceeds 3:1) | Per Sq. Feet          | N/A   | N/A                        | N/A       | N/A                      | N/A               | N/A       | N/A                        | N/A       | N/A                     | N/A               | 12424                 | \$ 0.08                    | \$ 0.10   | No Bid                  | \$ 0.07           |
| Bermuda (See Specs)                                                                                                     | Per Sq. Feet          | 12428 | No Bid                     | \$ 0.62   | \$ 0.77                  | \$ 0.64           | 12429     | No Bid                     | \$ 0.65   | \$ 0.80                 | \$ 0.66           | 12430                 | No Bid                     | \$ 0.69   | \$ 0.95                 | \$ 0.68           |
| Certified Celebration (See Specs)                                                                                       | Per Sq. Feet          | 12434 | No Bid                     | \$ 0.62   | \$ 0.77                  | \$ 0.64           | 12435     | No Bid                     | \$ 0.65   | \$ 0.80                 | \$ 0.66           | 12436                 | No Bid                     | \$ 0.69   | \$ 0.95                 | \$ 0.68           |
| SeaDwarf - Seashore Paspalum (See Specs)                                                                                | Per Sq. Feet          | 12440 | No Bid                     | No Bid    | \$ 1.90                  | No Bid            | 12441     | No Bid                     | No Bid    | \$ 0.89                 | No Bid            | 12442                 | No Bid                     | No Bid    | \$ 2.50                 | No Bid            |
| Surface Prep. Prior to Celebration and SeaDwarf/Seashore Paspalum Turf Installation (See Specs)                         | Per Sq. Feet          | N/A   | N/A                        | N/A       | N/A                      | N/A               | N/A       | N/A                        | N/A       | N/A                     | N/A               | 12443                 | No Bid                     | No Bid    | \$ 2.00                 | No Bid            |
| Seed and Mulch (See Specs)                                                                                              | Per Sq. Feet          | 12447 | No Bid                     | No Bid    | No Bid                   | No Bid            | 12448     | No Bid                     | No Bid    | No Bid                  | No Bid            | 12449                 | \$ 0.09                    | No Bid    | No Bid                  | No Bid            |
| Hydro Seed (See Specs)                                                                                                  | Per Sq. Feet          | 12453 | No Bid                     | No Bid    | No Bid                   | No Bid            | 12454     | No Bid                     | No Bid    | No Bid                  | No Bid            | 12455                 | \$ 0.12                    | No Bid    | No Bid                  | No Bid            |

\*Vendor is not within the 25-mile radius of the Village of Wellington for picked-up category.



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Consideration of approval of *Resolution 2025- 45 – Approving work order No. 5 with Huurr Homes, LLC to furnish and install 13 catch basins and culverts to provide drainage for A Road and Collecting Canal Road from A Road to B Road*

---

**Background:** At its April 1, 2025 council meeting the Town Council passed Resolution 2025-23 and awarded a continuing contract to Huurr Homes, LLC (“Huurr”) for drainage and culvert projects. In order to provide drainage for A Road and Collecting Canal Road from A Road to B Road, 13 locations were identified for catch basins and culverts. Huurr has provided a proposal which is incorporated in the work order to furnish and install the catch basins and culverts for an amount of \$105,413.90.

The general locations of the proposed catch basins and culverts are listed below. The specific locations will be identified in the field. The general locations are:

1. 1858 A Road
2. 1814 Road
3. 1688 A Road
4. 1470 A Road
5. Burkhardt South ( owned by Bahama Equipment Co. PIN 41-41-43-17-01-104-0040)
6. 1180 A Road
7. 1062 A Road
8. 915 A Road
9. 15961 Collecting Canal Road
10. 15897 Collecting Canal Road
11. 15801 Collecting Canal Road
12. 15665 Collecting Canal Road
13. 15565Collecting Canal Road

The work should be accomplished within 60 days of the issuance of the notice to proceed.



155 F Road Loxahatchee Groves, FL 33470

**Recommendation:** Staff recommends the Town Council approve *Resolution 2025-45* authorizing Work Order No. 5 under the Continuing Contract with Huurr Homes, LLC for the installation of 13 catch basins and culverts to provide drainage for A Road and Collecting Canal Road from A Road to B Road.



**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2025-45**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING WORK ORDERS NO. 5 WITH HUURR HOMES, LLC PURSUANT TO THEIR CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) FOR THE INSTALLATION OF CATCH BASINS AND CULVERTS ALONG A ROAD AND COLLECTING CANAL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with State Statutes and the Town’s Procurement Code, the Town of Loxahatchee Groves, Florida (“Town”) issued Invitation For Bid For Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs and Individual Projects (Including Those over \$300,000) IFB # 2025-01 (“IFB”); and

**WHEREAS**, the Town Council approved Resolution 2025-23 and the Town entered into a Continuing Services Contract with Huurr Homes, LLC; and

**WHEREAS**, the Town received an estimate from Huurr Homes, LLC to furnish and install catch basins and culverts for the provision of drainage along A Road and Collecting Canal Road from A Road to B Road ; and

**WHEREAS**, Town staff recommends authorizing work order No. 5 to Huurr Homes, LLC for the price of \$105,413.90 to furnish and install 13 catch basins and culverts at specified locations along A Road and Collecting Canal Road from A Road to B Road.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; and

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the attached Work Order No. 5 with Huurr Homes, LLC. The mayor is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town

Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or. Application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF JUNE, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

Voted:  
Councilmember Paul Coleman II, Seat 4

**CONSTRUCTION, REPLACEMENT, MAINTENANCE,  
REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE  
OVER \$300,000) BETWEEN THE TOWN OF LOXAHATCHEE  
GROVES AND HUURR HOMES, LLC**

**WORK ORDER NO. 5**

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) (“Work Order” hereafter) is made on the \_\_day of \_\_, 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and **Huurr Homes, LLC**, a Florida Limited Liability Company (“Contractor” hereafter).

**1.0**     Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: Furnish and install 18” HDPE Pipe connected to New Type C Inlet Structures at 13 locations along A Road and Collecting Canal Road between A Road and B Road. The 13 locations are generally identified in the Contractor’s Estimate attached hereto as Exhibit 1. The specific locations will be located in the field by the Town’s Project Manager.

**2.0**     Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s estimate attached hereto and incorporated herein as Exhibit 1.**

**3.0**     Schedule

The services to be provided under this Work Order shall be substantially completed within 75 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within 60 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

**4.0**     Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$105,413.90 (One hundred five thousand four hundred thirteen dollars and 90/cents). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

**5.0**     Project Manager

The Project Manager for the Contractor is Jason M. Schlimbaum Office phone (954)270-1121 Cell phone (954)465-9945; email: jason@huurrhomes.com; and, the Project Manager for the Town is Richard Gallant, Office phone 561-277-2151 Cell phone: 561-985-2778; email: rgallant@loxahatcheegrovesfl.gov

## 6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

## 7.0 Contractor's Representations

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

## 8.0 Authorization

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated April 17, 2025 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

**TOWN OF LOXAHATCHEE GROVES**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

**CONTRACTOR: Huurr Homes, LLC**

By: \_\_\_\_\_

Name: Jaime Shlimbaum

Title: Manager

[Corporate Seal]

STATE OF

\_\_\_\_\_) )

COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida and \_\_\_\_\_ who is personally known to me or who has produced the following as identification:

\_\_\_\_\_.

# Exhibit 1



Hurr Homes, LLC  
2705 Burris Road  
Unit 4A  
Davie, FL 33314

Item 14.

## Estimate

| Date      | Estimate # |
|-----------|------------|
| 4/11/2025 | 3428       |

|         |               |
|---------|---------------|
| Phone # | (954)270-1121 |
|---------|---------------|

| Name / Address                                                           |
|--------------------------------------------------------------------------|
| Town of Loxahatchee Groves<br>155 F Road<br>Loxahatchee Groves, FL 33470 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |              | Project                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |              | 25-13428 Loxahatchee... |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Qty | Rate         | Total                   |
| Project:<br>Town of Loxahatchee Groves<br>Work Order #5<br>Continuing Services for Culverts - Construction, Replacement, Maintenance, Repairs, and Individual Projects<br><br>Scope of Work:<br>Furnish and Install 18" HDPE Pipe connected to New Type C Inlet Structures.<br><br>Locations:<br>Town of Loxahatchee<br>- 1858 A Rd<br>- 1814 A Rd Replace<br>- 1688 A Rd<br>- 1470 A Rd<br>- Burkhardt South<br>- 1180 A Rd<br>- 1062 A Rd<br>- 915 A Rd<br>- 15961 Collecting Canal Rd<br>- 15897 Collecting Canal Rd<br>- 15801 Collecting Canal Rd<br>- 15665 Collecting Canal Rd<br>- 15565 Collecting Canal Rd |     |              |                         |
| General Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |              |                         |
| ITEM GC-2: NON-Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work; Qty LS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2   | 6,500.00     | 13,000.00               |
| ITEM GC-4: M.O.T. for Work Requiring Road Closure; Qty EA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2   | 5,100.00     | 10,200.00               |
| Please sign below in agreement with above terms<br>Authorized Signature and Date<br>Print                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     | <b>Total</b> |                         |

**H** Huurr Homes, LLC  
 2705 Burris Road  
 Unit 4A  
 Davie, FL 33314

Item 14.

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 4/11/2025 | 3428       |

|         |               |
|---------|---------------|
| Phone # | (954)270-1121 |
|---------|---------------|

|                                                                        |
|------------------------------------------------------------------------|
| Name / Address                                                         |
| Town of Loxahatche Groves<br>155 F Road<br>Loxahatche Groves, FL 33470 |

|                                                                                                                                                                                            |     |              | Project                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|------------------------|
|                                                                                                                                                                                            |     |              | 25-13428 Loxahatche... |
| Description                                                                                                                                                                                | Qty | Rate         | Total                  |
| Furnish and install 18" ADS Storm Water Culvert in Right-of-Way at a depth of:<br>ITEM STM-24: 6' - 8' foot Deep; Qty LF                                                                   | 390 | 87.00        | 33,930.00              |
| Furnish and install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/Frame and grate in Utility Right of Way at a Depth of:<br>ITEM STM-35: 4' - 6' foot Deep; Qty EA | 13  | 3,300.00     | 42,900.00              |
| Restoration                                                                                                                                                                                |     |              |                        |
| ITEM R-23: 8" Lime rock/Crushed Concrete Base, primed; Qty SY                                                                                                                              | 137 | 19.25        | 2,637.25               |
| ITEM R-25: 12" Compacted Subgrade, 98% T180; Qty SY                                                                                                                                        | 137 | 5.45         | 746.65                 |
| Imported Backfill & Removal of In-Situ Material                                                                                                                                            |     |              |                        |
| ITEM BF-1: Removal & Disposal of unsuitable in-situ material/soil; Qty CY                                                                                                                  | 80  | 25.00        | 2,000.00               |
| NOTES:                                                                                                                                                                                     |     |              |                        |
| ** All scope of work is within limerock material. If any asphalt damage is incurred, asphalt restoration will be billed separately.                                                        |     |              |                        |
| ** Final Bill will be based on the work completed in the field.                                                                                                                            |     |              |                        |
| Please sign below in agreement with above terms<br>Authorized Signature and Date<br>Print                                                                                                  |     | <b>Total</b> | \$105,413.90           |





155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Consideration of approval of *Resolution No. 2025-46 – Approving work order No. 6 with Huurr Homes, LLC to furnish and install 16 catch basins and culverts to provide drainage for Collecting Canal Road, G Road and E Road*

---

**Background:** At its April 1, 2025 council meeting the Town Council passed Resolution 2025-23 and awarded a continuing contract to Huurr Homes, LLC (“Huurr”) for drainage and culvert projects. In order to provide drainage on portions of Collecting Canal Road, G Road and E Road, 16 locations were identified for catch basins and connection and possible modification to previously installed culverts. These culverts were installed prior to the paving of those roadways in anticipation of connection to catch basins that were to be installed at a later date. When those culverts were installed, the Town did not have funding available for the catch basins and it was estimated the cost of the catch basins would be approximately \$20,000 each. Huurr has provided a proposal which is incorporated in the work order to furnish and install the catch basins and culverts for an amount not to exceed \$120,714.

The general locations of the proposed catch basins and culverts are listed below. The specific locations will be identified in the field. The general locations are:

1. W of Quail on Collecting Canal Road
2. 13252 Collecting Canal Road
3. 12955 Collecting Canal Road
4. 2585 G Road
5. 2659 G Road
6. 2763 G Road
7. 3255 E Road
8. 3635 E Road
9. 3701 E Road
10. 15409 Collecting Canal Road
11. 15045 Collecting Canal Road
12. 14717 Collecting Canal Road



155 F Road Loxahatchee Groves, FL 33470

- 13. 14599 Collecting Canal Road
- 14. 14439 Collecting Canal Road
- 15. 14281 Collecting Canal Road
- 16. 14165 Collecting Canal Road

The work should be accomplished within 60 days of the issuance of the notice to proceed.

**Recommendation:** Staff recommends the Town Council approve *Resolution No. 2025-46* authorizing Work Order No. 6 under the Continuing Contract with Huurr Homes, LLC for the installation of 16 catch basins and culverts to provide drainage for portions of Collecting Canal Road, G Road and E Road.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2025-46

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING WORK ORDERS NO. 6 WITH HUURR HOMES, LLC PURSUANT TO THEIR CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) FOR THE INSTALLATION OF CATCH BASINS AND CULVERTS ALONG COLLECTING CANAL ROAD, G ROAD, AND E ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with State Statutes and the Town’s Procurement Code, the Town of Loxahatchee Groves, Florida (“Town”) issued Invitation For Bid For Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs and Individual Projects (Including Those over \$300,000) IFB # 2025-01 (“IFB”); and

**WHEREAS**, the Town Council approved Resolution 2025-23 and the Town entered into a Continuing Services Contract with Huurr Homes, LLC; and

**WHEREAS**, the Town received an estimate from Huurr Homes, LLC to furnish and install catch basins and culverts for the provision of drainage along Collecting Canal Road, G Road and E Road; and

**WHEREAS**, Town staff recommends authorizing work order No. 6 to Huurr Homes, LLC for the price of \$120,714 to furnish and install 16 catch basins and culverts at specified locations along Collecting Canal Road, G Road and E Road.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; and

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the attached Work Order No. 6 with Huurr Homes, LLC. The mayor is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town

Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or. Application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF JUNE, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

**CONSTRUCTION, REPLACEMENT, MAINTENANCE,  
REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE  
OVER \$300,000) BETWEEN THE TOWN OF LOXAHATCHEE  
GROVES AND HUURR HOMES, LLC**

**WORK ORDER NO. 6**

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) (“Work Order” hereafter) is made on the \_\_day of \_\_, 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and **Huurr Homes, LLC**, a Florida Limited Liability Company (“Contractor” hereafter).

**1.0**     Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: Furnish and install 18” HDPE Pipe connected to New Type C Inlet Structures at 16 locations along Collecting Canal Road, G Road and E Road. The 16 locations are generally identified in the Contractor’s Estimate attached hereto as Exhibit 1. The specific locations will be located in the field by the Town’s Project Manager.

**2.0**     Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s estimate attached hereto and incorporated herein as Exhibit 1.**

**3.0**     Schedule

The services to be provided under this Work Order shall be substantially completed within 75 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within 60 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

**4.0**     Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$120,714 (One hundred twenty thousand seven hundred fourteen dollars and 00/cents). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

**5.0**     Project Manager

The Project Manager for the Contractor is Jason M. Schlimbaum Office phone (954)270-1121 Cell phone (954)465-9945; email: jason@huurrhomes.com; and, the Project Manager for the Town is Richard Gallant, Office phone 561-277-2151 Cell phone: 561-985-2778; email: rgallant@loxahatcheegrovesfl.gov

**6.0** Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

**7.0** Contractor's Representations

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

**8.0** Authorization

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated April 17, 2025 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

**TOWN OF LOXAHATCHEE GROVES**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

**CONTRACTOR: Huurr Homes, LLC**

By: \_\_\_\_\_

Name: Jaime Shlimbaum

Title: Manager

[Corporate Seal]

STATE OF

\_\_\_\_\_) )

COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida and \_\_\_\_\_ who is personally known to me or who has produced the following as identification:

\_\_\_\_\_.

Exhibit 1

**H** Huurr Homes, LLC  
2705 Burris Road  
Unit 4A  
Davie, FL 33314

Item 15.

Estimate

|          |            |
|----------|------------|
| Date     | Estimate # |
| 5/6/2025 | 3433       |

|                                                                          |               |
|--------------------------------------------------------------------------|---------------|
| Phone #                                                                  | (954)270-1121 |
| Name / Address                                                           |               |
| Town of Loxahatchee Groves<br>155 F Road<br>Loxahatchee Groves, FL 33470 |               |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |       | Project                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |       | 25-13433 Loxahatche... |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Qty | Rate  | Total                  |
| Project:<br>Town of Loxahatchee Groves<br>Work Order #6<br>Continuing Services for Culverts - Construction, Replacement, Maintenance, Repairs, and Individual Projects<br><br>Scope of Work:<br>Furnish and Install 18" HDPE Pipe connected to New Type C Inlet Structures.<br><br>Locations:<br>Town of Loxahatchee<br>- W of Quall on CC Rd<br>- 13252 CC Rd<br>- 12955 CC Rd<br>- 2585 G Rd W<br>- 2659 G Rd W<br>- 2763 G Rd W<br>- 3255 E Rd<br>- 3635 E Rd<br>- 3701 E Rd<br>- 15409 CC Rd<br>- 15045 CC Rd<br>- 14717 CC Rd<br>- 14599 CC Rd<br>- 14439 CC Rd<br>- 14281 CC Rd<br>- 14165 CC Rd |     |       |                        |
| General Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |       |                        |
| Please sign below in agreement with above terms<br>Authorized Signature and Date<br>Print                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     | Total |                        |



# Estimate

| Date     | Estimate # |
|----------|------------|
| 5/6/2025 | 3433       |

| Phone # | (954)270-1121 |
|---------|---------------|
|---------|---------------|

| Name / Address                                                         |
|------------------------------------------------------------------------|
| Town of Loxahatche Groves<br>155 F Road<br>Loxahatche Groves, FL 33470 |

|                                                                                                                                                  |     |              | Project                |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|------------------------|
|                                                                                                                                                  |     |              | 25-13433 Loxahatche... |
| Description                                                                                                                                      | Qty | Rate         | Total                  |
| ITEM GC-2: NON-Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work; Qty LS                                                 | 2   | 6,500.00     | 13,000.00              |
| ITEM GC-3: M.O.T. for Work Blocking Lane; Qty EA                                                                                                 | 4   | 4,600.00     | 18,400.00              |
| Furnish and install 18" ADS Storm Water Culvert in Right-of-Way at a depth of:                                                                   |     |              |                        |
| ITEM STM-24: 6' - 8' foot Deep; Qty LF                                                                                                           | 320 | 87.00        | 27,840.00              |
| Furnish and install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/Frame and grate in Utility Right of Way at a Depth of: |     |              |                        |
| ITEM STM-34: 0' - 4' foot Deep; Qty EA                                                                                                           | 5   | 2,900.00     | 14,500.00              |
| ITEM STM-35: 4' - 6' foot Deep; Qty EA                                                                                                           | 6   | 3,300.00     | 19,800.00              |
| ITEM STM-36: 6' - 8' foot Deep; Qty EA                                                                                                           | 5   | 3,800.00     | 19,000.00              |
| Restoration                                                                                                                                      |     |              |                        |
| ITEM R-18: Furnish and Install Asphalt Overlay, Type SP-12.5 (3/4" - 1" average); Qty SY                                                         | 170 | 15.00        | 2,550.00               |
| ITEM R-23: 8" Lime rock/Crushed Concrete Base, primed; Qty SY                                                                                    | 170 | 19.25        | 3,272.50               |
| ITEM R-25: 12" Compacted Subgrade, 98% T180; Qty SY                                                                                              | 170 | 5.45         | 926.50                 |
| Imported Backfill & Removal of In-Situ Material                                                                                                  |     |              |                        |
| ITEM BF-1: Removal & Disposal of unsuitable in-situ material/soil; Qty CY                                                                        | 95  | 15.00        | 1,425.00               |
| NOTES:                                                                                                                                           |     |              |                        |
| ** Final Bill we be based on the work completed in the field.                                                                                    |     |              |                        |
| Please sign below in agreement with above terms<br>Authorized Signature and Date<br>Print                                                        |     | <b>Total</b> | \$120,714.00           |



155 F Road Loxahatchee Groves, FL 33470

## Agenda Item #

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Resolution No. 2025-XX; 161<sup>st</sup> Terrace N. Swale Grading

---

**Background:** As part of FY24 paving project, the Public Works Department made a commitment to provide better road surfaces and to include road swale improvements to reduce flooding risks and improve the life expectancy of the roads. Due to staffing limitations and time constraints the Public Works Department will be utilizing the D.S. Eakins public works piggyback contract, approved on February 4, 2025, to perform grading of the swale along the West side 161st Terrace North. Upon completion of this project, the roads will drain properly and is the first phase in a comprehensive project to correct the neglected drainage in the 161<sup>st</sup> Terrace N subdivision. The total cost for this phase of the project is \$187,512.00 and will be completely funded by the money saved from the Huurr Homes, LLC Culvert Replacement Project.

The total budgeted amount for the CIP Culvert Replacement Project was \$821,070.00. The department implemented a contract with Huurr Homes, LLC in the amount of \$575,240.00, saving the Town \$245,830.00. Upon completion of the 161<sup>st</sup> Terrace North Swale Grading Project, there will be a remainder of \$58,318.00 which will be allocated towards other projects and or departmental needs.

**Recommendations:** Staff recommends approval of Resolution No. 2025-XX

**RESOLUTION NO. 2025-47****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING ADDITIONAL WORK IN ACCORDANCE WITH PIGGYBACK AGREEMENT WITH D.S. EAKINS CONSTRUCTION. CORPORATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution No. 2025-10, the Town Council of the Town of Loxahatchee Groves (“Town Council”) authorized the Town of Loxahatchee Groves (“Town”) to enter into a piggyback agreement with D.S. Eakins Const. Corp. (“Contractor”) for miscellaneous public work project services for an amount not to exceed the amount in the Town’s approved budget for each fiscal year for services during the term of the piggyback agreement (“Agreement”); and

**WHEREAS**, the Town has exceeded the annual fiscal budget for services with Contractor for the 2024-2025 fiscal year; and

**WHEREAS**, the Town is in need of additional services from Contractor for an amount not to exceed One Hundred Eighty-Seven Thousand, Five Hundred Twelve Dollars and Zero Cents (\$187,512.00) as provided in the proposal attached hereto as Exhibit 1 and incorporated herein; and

**WHEREAS**, the unit prices contained in Exhibit 1 are consistent with the Master Agreement between Contractor and the Town of Palm Beach Gardens in accordance with ITB No. 2024-160PS; and

**WHEREAS**, the Town Council finds the approval of the additional services contained in Exhibit 1 serves a public purpose and is consistent with the Town’s Purchasing Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval and Authorization.** The Town Council hereby authorizes additional services with Contractor as provided for in Exhibit 1 for a total amount not-to-exceed One Hundred Eighty-Seven Thousand, Five Hundred Twelve Dollars and Zero Cents (\$187,512.00). The Town Manager is authorized to execute any and all documents to implement the additional services, in forms acceptable to the Town Manager and Town Attorney.

**Section 3. Implementation.** The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the Resolution was hereby:

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF JUNE 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Coleman II, Seat 4



# D.S. EAKINS

## CONSTRUCTION CORPORATION



Item 16.

### Proposal

To: Loxahatchee Groves Water Control District  
 Attn: Richard Gallant  
 Phone: (561) 807-6671  
 Email: [rgallant@loxahatcheegrovesfl.gov](mailto:rgallant@loxahatcheegrovesfl.gov)

Date: 3/19/2025  
 Quote Num: 25-0017  
 Page: 1 of 1

Job Location: 161st Terrace N, Loxahatchee Groves, Florida. - Swale Grading, Culverts & Selective Clearing.  
 Job Description: Excavate, selectively clear & grade approximately 9,000 LF of swale along west side of roadway. Replace or Install approximately 12 culvert driveway crossings.

Dear Mr. Gallant,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project. Based upon City of Palm Beach Gardens Agreement NO. ITB2024-160PS (A) Miscellaneous Public Work Projects.

| Item #                                         | Description                                                          | Quantity                                      | Unit Price        | Price               |
|------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------|-------------------|---------------------|
| <b>EQUIPMENT AND OPERATOR RATES</b>            |                                                                      |                                               |                   |                     |
| 1                                              | 3-Man Crew w/Pickup Truck                                            | 60.0 Hours @                                  | \$300.00 Per Hour | \$18,000.00         |
| 4                                              | Foreman                                                              | 60.0 Hours @                                  | \$100.00 Per Hour | \$6,000.00          |
| 6                                              | Skilled Laborer                                                      | 400.0 Hours @                                 | \$75.00 Per Hour  | \$30,000.00         |
| 9                                              | Skid Loader                                                          | 200.0 Hours @                                 | \$100.00 Per Hour | \$20,000.00         |
| 10                                             | Rubber Tire backhoe/Loader                                           | 600.0 Hours @                                 | \$120.00 Per Hour | \$72,000.00         |
| 12                                             | Dump Truck                                                           | 400.0 Hours @                                 | \$100.00 Per Hour | \$40,000.00         |
| <b>Subtotal =</b>                              |                                                                      |                                               |                   | <b>\$186,000.00</b> |
| <b>PURCHASED MATERIALS &amp; SUBCONTACTORS</b> |                                                                      |                                               |                   |                     |
|                                                | #57 Stone (No Markup)                                                | 54.0 CY @                                     | \$28.00 Per CY    | \$1,512.00          |
|                                                | Culvert Pipe & Mitered Ends                                          | <b>Supplied By Town of Loxahatchee Groves</b> |                   |                     |
|                                                | Debris Removal & Dump Fees                                           | <b>Supplied By Town of Loxahatchee Groves</b> |                   |                     |
| 154                                            | Materials Mark-up (for items not in contract valued up to \$100,000) |                                               | 15%               | \$0.00              |
| <b>Subtotal =</b>                              |                                                                      |                                               |                   | <b>\$1,512.00</b>   |
| <b>Total =</b>                                 |                                                                      |                                               |                   | <b>\$187,512.00</b> |

**Does Not Include: Fencing, Pavement Repairs, Pavement Markings, Irrigation Replacement/Repairs, Landscape Replacement, Sod, Culvert Materials, Debris Removal, Dump Fees, Survey, As-builts, Permits or Permit Fees.**

Respectfully,

D. Steven Eakins  
 Vice President  
 D. S. Eakins Construction Corporation

**Post Office Box 530185 Lake Park, Florida 33403**  
**PHONE: (561) 842-0001 FAX: (561) 842-0009**

1084

**TOWN OF LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470

**MEMORANDUM – OFFICE OF THE TOWN MANAGER**

**TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES**

**FROM: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER**

**DATE: MONDAY, JUNE 03 , 2025**

**SUBJECT: ACTUATE CONSULTING – SWOT-BASED APPROACH PROPOSAL**

---

**Background:**

At the May 13, 2025, Town Council meeting, the Council reached a consensus to consider services of Checree Bryant, Executive Coach of Actuate Consulting, LLC, to conduct a comprehensive internal organizational assessment. This engagement was initiated to support the Town's ongoing efforts to strengthen internal communication, leadership effectiveness, cultural alignment, and staff collaboration.

As a follow-up to that direction, attached is the proposal submitted by Actuate Consulting to perform an Internal Leadership & Culture Health Assessment using a SWOT-based methodology. The intent of the assessment is to provide the Town with a neutral, data-driven diagnostic and actionable recommendations that address both opportunities and challenges within the organization.

**Scope of Services Includes:**

- Administration of a Communication Assessment for 26 participants (Council and staff)
- Confidential SWOT-informed interviews with key personnel and elected officials
- Council meeting observations to evaluate interaction dynamics and organizational culture
- Document review of strategic and operational materials
- Development and presentation of a comprehensive Leadership & Culture Health Assessment report with prioritized recommendations

The proposal cost for this work is \$16,750, inclusive of all services and local travel. The estimated project timeline is 7–8 weeks from initiation.

**Recommendation:**

Staff recommends the Town Council review the attached proposal from Actuate Consulting and provide direction on formally authorizing the Town Manager to enter into an agreement to begin the assessment process.





## **Internal Leadership & Culture Health Assessment (SWOT-Based Approach)**

Prepared for: The Town of Loxahatchee Groves

Date: June 2, 2025

Submitted by: Checree Bryant, Principal Consultant

### **1. Introduction**

Actuate Consulting respectfully submits this proposal to conduct a comprehensive Internal Leadership & Culture Health Assessment for the Town of Loxahatchee Groves. This engagement will serve as a neutral, objective diagnostic to evaluate internal leadership dynamics, organizational communication, team alignment, and cultural cohesion across the Town's leadership, staff, and council.

### **2. Scope of Services**

This assessment will focus exclusively on internal organizational performance by evaluating:

- Leadership communication and decision-making patterns
- Interdepartmental collaboration and team dynamics
- Council-staff relationship dynamics
- Organizational culture and alignment with values
- Leadership capacity and development opportunities
- Communication blind spots and conflict triggers
- Trust, morale, and overall organizational health

### **3. Deliverables**

- Full Internal Leadership & Culture Health Assessment Report (SWOT-Based)
- Communication Assessment Data Summary for 26 participants
- Executive Summary of Key Findings
- Developmental Roadmap with prioritized recommendations

1212 U.S. Highway 1, Suite H, North Palm Beach, FL 33408

[www.actuateconsultancy.com](http://www.actuateconsultancy.com)

## 5. Scope of Work

### Phase 1: Discovery, Communication Assessment & Document Review

- Communication Assessment Administration:

A total of 26 participants — 5 council members and 21 employees — will complete the Communication Assessment. The data collected will be synthesized to identify individual tendencies and collective patterns impacting leadership, trust, collaboration, and culture.

- Document Review:

Review of Town-provided documents including strategic plans, organizational structure, leadership plans, and meeting transcripts.

### Phase 2: Confidential Interviews (SWOT-Focused)

- Conduct one-on-one, confidential interviews with:

- Town Manager
- Department Heads
- Supervisory & Administrative Staff
- Council Members

- Interviews will directly inform the SWOT Analysis by exploring:

- Strengths: Leadership, operational, and cultural assets.
- Weaknesses: Communication gaps, process limitations, misalignments.
- Opportunities: Growth areas for leadership and organizational development.
- Threats: Internal risks to trust, morale, and cross-departmental cohesion.

- Interview conversations will integrate Communication Assessment insights.

### Phase 3: Council Meeting Observation

- Observe prior council meetings (2 in total) to gather live interaction, decision-making behaviors, and cultural dynamics.

### Phase 4: Data Synthesis & Reporting

- Combine data from communication assessments, interviews, observations, and historical review into the final Leadership & Culture Health Assessment report.

**Phase 5: Presentation**

- Present full findings and recommendations

**6. Project Timeline**

Phase 1: Discovery & Document Review - 2 Weeks

Phase 2: Interviews & Observations - 2 Weeks

Phase 3: Data Synthesis & Analysis - 2-3 Weeks

Phase 4: Final Report & Presentation - 1 Week

Total Estimated Duration: 7-8 Weeks

**7. Investment & Fee Structure**

Internal Leadership & Culture Health Assessment (Including Communication Assessment for 26 participants): \$16,750

Includes onsite meetings, interviews, documentation review, observation, reporting, presentation, and local travel.

**9. Confidentiality & Independence**

Actuate Consulting serves as a fully independent, neutral, and confidential third-party. Interviews will remain confidential to ensure open, honest feedback. Findings are based on data, observation, and professional experience.



155 F Road Loxahatchee Groves, FL 33470

**TO: Mayor and Town Council**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: June 3, 2025**  
**SUBJECT: Discussion on Councilmember El-Ramey's List**

---

**Background:**

At the May 13, 2025, Town Council meeting, Councilmember El-Ramey distributed a list and requested to add it to the June 3, 2025, Town Council Regular meeting agenda for discussion.

**Recommendations:**

N/A

## **TOWN MANAGER PERFORMANCE ISSUES**

### BREACH OF CONTRACT

#### ITEM II DUTIES & RESPONSIBILITIES

- FAILED TO FOLLOW COUNCIL ESTABLISHED POLICIES AND PROCEDURES

SLUGGETT CONTRACT

PROJECTED POINT CONTRACT

- FAILURE TO IMPLEMENT EFFECTIVE AND FUNCTIONAL CODE ENFORCEMENT

#### ITEM VII PERFORMANCE EVALUATION

PROVIDE ORGANIZATIONAL REVIEW ON OR BEFORE JULY 1

### ACTIONS TAKEN WITHOUT EVIDENCE OF COUNCIL DIRECTION

HIRING OF LOBBYING FIRM/NON BUDGETED SPENDING

CREATION OF TOWN STAFF POSITIONS/NON BUDGETED SPENDING

FOCUS ON SOUTHERN BOULEVARD CORRIDOR/NON BUDGETED SPENDING

CODE ENFORCEMENT CASE PRIORITIZATION

CANCELLATION OF TOWN COUNCIL MEETING APRIL 15, 2025

PRODUCTION OF NEW AGENDA FOR RECESSED MEETING/ADDED ITEMS

### INCORRECT IMPLEMENTATION OF COUNCIL DIRECTION

LETTER TO PROPERTY APPRAISER

FAILURE TO DELIVER AGENDAS AS AGREED/ON TIME

FAILURE TO HAVE REQUESTED AGENDA ITEMS AS AGREED

COMMITTEE MEETINGS SCHEDULED AND CONDUCTED WITHOUT COUNCIL  
REQUIRED 1 WEEK NOTICE TO THE PUBLIC

### ONGOING CONCERNS FROM THE PUBLIC

#### PUBLIC RECORDS

ADMINISTRATIVE CLOSURE OF REQUESTS

IGNORED REQUESTS

NO PUBLIC FEE SCHEDULE AVAILABLE

#### CODE ENFORCEMENT

FAILURE TO ACT ON COMPLAINTS BY PUBLIC

FAILURE TO ACT ON PUBLIC HEALTH & SAFETY

FAILURE TO ACT ON LONG STANDING OFFENDERS

#### PERMITTING/FDA'S

HIGH COSTS

LONG PROCESSING TIME

NO OR POOR FEEDBACK FROM TOWN ENGINEER

DIFFICULTY FINDING CONTRATORS WILLING TO WORK IN TOWN DUE TO  
ISSUES WITH PROCESSING OF PERMITS/PLANS ETC

#### INCREASING EXPENSES

#### STAFF QUALITY

**From:** [Mary McNicholas](#)  
**To:** [Project Coordinator](#)  
**Cc:** [gbs@sluggett.com](mailto:gbs@sluggett.com); [mem@sluggett.com](mailto:mem@sluggett.com)  
**Subject:** Re: Agreement for services October through February 28th  
**Date:** Tuesday, March 25, 2025 8:57:18 AM  
**Attachments:** [Draft Agreement for Professional Services \( Sluggett\) October 2024 to Feb 2025.docx](#)

---

Morning Jeff,

This is the only draft received & we are fine with this language.

Please resend the other two discussed.

Thank you,  
Mary

Mary McNicholas  
Geoffrey B. Sluggett & Associates, Inc.  
[mem@sluggett.com](mailto:mem@sluggett.com)  
561.662.1805

On Mar 24, 2025, at 6:13 PM, Project Coordinator  
<[projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)> wrote:

Mary,

Attached please find an Agreement for services rendered from 10/24 thru 2/28/25. Please call me with any questions.

Jeff

Jeff Kurtz  
Project Coordinator  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, Florida 33470

Phone 561-793-2418

E-Mail [projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)

<image.png>

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RESPONSE: Due to the large number of emails, email filters, correspondence, calls and voicemails received by this office, not every message can be acknowledged or processed within the same time frame. Please follow up with Town offices during regular business hours if you do not receive timely response, to confirm a meeting time, or for return correspondence confirmation.

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**From:** [Francine Ramaglia](#)  
**To:** [Geoff Sluggett & Mary McNicholas](#)  
**Cc:** [Project Coordinator](#); [Town Clerk Assistant](#); [Amber Schneider](#)  
**Subject:** Fw: Agreement for Services W/ Mary McNicholas  
**Date:** Thursday, September 19, 2024 5:18:19 PM  
**Attachments:** [Agreement for Professional Services \(Mary c. - Sluggetts\).docx](#)  
[signature.jpg](#)  
**Importance:** High

---

Mary,

Attached is a draft agreement for your firm to represent the Town and assist is obtaining/negotiating funding and interlocal agreements—the scope needs your fine touch and refinement for sure.

In addition to trying to position for a variety of grants, we wish to partner locally and anywhere else we can to address some of our long standing issues---we are talking with TPA about re-application next year (have to start now and are trying to get meeting scheduled with them in October---they have been very supportive so far).

I think we need to split the ask up into some pieces if possible as costs have risen, etc. Plan to try for RTP and FRDAP and whatever else we can think of.

We also have some interagency and local issues to tackle and would love your help with them, especially where there may be a conflict. For instance, we would love for you to help the county to understand we want okeechobee off their plans and hope you can work the magic you have in the past.

Finally, some big water asks with regard to water quality which we can no longer skirt around:

- We would love to enter into an agreement to use land either within or adjacent to the town (for example, the existing impoundment area north of the Town in RPB) to create vegetative wetlands & nature preserve, hydraulically connecting to the canal system that will ultimately provide much needed water quality treatment, create additional surface water capacity and improve ground water recharge and filtration. The property could be anywhere from \$1 million to \$10 million and depending on the design of the filtration etc could be several million. This project would require intergovernmental cooperation and grant awards from state and federal government. We want to look at doing something similar to Wellington's Marjorie Stoneman Douglas Preserve. Of course, if we can use the impoundment area, no problem! except we also would need a pump station and control structures to move the water north as recommended in the 2000 study and still has not been done!
- All canals are currently maintained at elevation 16 ft. The natural grading of the District produces a grade differential of approximately 2 feet from the north end to the south



end. During the year---especially during the drier seasons of the year, the north end experiences low water levels in the canals. The ability to maintain higher water levels for the agricultural uses is necessary and urgent and can only be accomplished by installation of control structures north of Okeechobee Boulevard. Each structure needs to be telemetry controlled to allow for discharge of stormwater during peak rainfall events. The control elevation in the northern canal system should be maintained at elevation 17 ft at least during the dry season. Again, it would be oh so great to be able to use the impoundment area. We have spoken to Keshavarz briefly as well as to Paul Linton as part of our VA project. We would love your insight and assistance.

I have authority to do a contract of 25K for now and if we need to go higher, I will take to council once we have a specific range or pricing. Right now though, I would like to make sure we at least have a basic contract in place so we can start moving forward.

I did try to call earlier and missed you. Did not leave a message so I am sending this email. Looking forward to talking with you.



**From:** [Francine Ramaglia](#)  
**To:** [Amber Schneider](#); [Project Coordinator](#)  
**Subject:** Fw: Loxahatchee Groves - Professional Service Agreement with Slugget and Associates  
**Date:** Monday, March 24, 2025 9:46:56 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[Outlook-msedwmov](#)  
[Outlook-Agendas\\_Mi.png](#)

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Please see me ASAP.



**Francine L. Ramaglia**

Town Manager | Town of Loxahatchee Groves

155 F Road | Loxahatchee Groves, FL 33470

Office: 561.277.2153 | Cell: 561.315.2369



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---

**From:** Glen Torcivia <[glen@torcivialaw.com](mailto:glen@torcivialaw.com)>

**Sent:** Monday, March 24, 2025 9:38 AM

**To:** Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)>

**Cc:** Amelia Jadoo <[AJadoo@torcivialaw.com](mailto:AJadoo@torcivialaw.com)>; Project Coordinator  
 <[projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)>; Amber Schneider  
 <[aschneider@loxahatcheegrovesfl.gov](mailto:aschneider@loxahatcheegrovesfl.gov)>

**Subject:** RE: Loxahatchee Groves - Professional Service Agreement with Slugget and Associates

Good morning,

I have not received the documents requested below. Thank you.

Glen J. Torcivia, Esquire

**TORCIVIA, DONLON,  
GODDEAU & RUBIN, P.A.**

Northpoint Corporate Center  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407  
(561) 686-8700  
(561) 686-8764 fax  
[glen@torcivialaw.com](mailto:glen@torcivialaw.com)  
[www.torcivialaw.com](http://www.torcivialaw.com)

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---

**From:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>  
**Sent:** Wednesday, March 19, 2025 1:51 PM  
**To:** Glen Torcivia <glen@torcivialaw.com>  
**Cc:** Amelia Jadoo <AJadoo@torcivialaw.com>  
**Subject:** Re: Loxahatchee Groves - Professional Service Agreement with Slugget and Associates

Thank you. Yes I did. I made mayor and council aware that I continued to use mary for the TPA grant application as well as other local lobbying. I will bring this item forward along with the budget amendment to re-instate the \$100,000 back into CIP as was originally intended.

What I am concerned about and have raised with some but not all applicable parties is whether or not the LGLA represents a conflict of interest for the 4 members of our sitting council that also sit on the LGLA. I do not see any personal benefit accruing to them yet appearance and perception are always the issue. Perhaps we could revisit that?

Thanks and I will ask Jeff and Amber to send the documents you requested.



**Francine L. Ramaglia**  
Town Manager | Town of Loxahatchee Groves  
155 F Road | Loxahatchee Groves, FL 33470  
Office: 561.277.2153 | Cell: 561.315.2369



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---

**From:** Glen Torcivia <[glen@torcivialaw.com](mailto:glen@torcivialaw.com)>

**Sent:** Wednesday, March 19, 2025 11:55 AM

**To:** Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)>

**Cc:** Amelia Jadoo <[AJadoo@torcivialaw.com](mailto:AJadoo@torcivialaw.com)>

**Subject:** Loxahatchee Groves - Professional Service Agreement with Slugget and Associates

Francine,

You mentioned at our meeting on March 18<sup>th</sup> that you needed a Professional Service Agreement for the services of Mary McNicholas. You indicated that you had already entered into an agreement with Mary, I believe at some point in the fall of 2024 but that amount billed under that agreement has exceeded your limit. Please provide us with the current signed agreement that you entered into with Mary and we will prepare a Professional Services Agreement.

I also wanted to confirm that the terms of the agreement were \$7,500 per month and you needed it to be retroactive to January 1, 2025. Thank you.

Glen J. Torcivia, Esquire

**TORCIVIA, DONLON,  
GODDEAU & RUBIN, P.A.**

---

Northpoint Corporate Center  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407  
(561) 686-8700  
(561) 686-8764 fax  
[glen@torcivialaw.com](mailto:glen@torcivialaw.com)

[www.torcivilaw.com](http://www.torcivilaw.com)

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**From:** [Amber Schneider](#)  
**To:** [Project Coordinator](#)  
**Subject:** Draft PSA for Sluggett/Mary  
**Date:** Monday, March 24, 2025 4:47:39 PM  
**Attachments:** [image001.png](#)  
[Draft Agreement for Professional Services \(Mary c. - Sluggetts\) October 2024 to Feb 2025.docx](#)  
[Draft Agreement for Professional Services \(Mary c. - Sluggetts\) March 2025 to March 2026.docx](#)

---

Attached please find two draft contracts for Sluggett (Mary). One from Oct 2024 to Feb 28, 2025 and the other from March 1, 2025 to March 1, 2026.

*Amber Schneider*

Senior Administrative / Grants Coordinator



**TOWN OF LOXAHATCHEE GROVES**

155 F Road

Loxahatchee Groves, FL 33470

(561) 793-2418: Phone

(561) 793-2420: Fax

[www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov)

**From:** [Francine Ramaglia](#)  
**To:** [Glen Torcivia](#)  
**Cc:** [Amelia Jadoo](#)  
**Subject:** Re: Loxahatchee Groves - Professional Service Agreement with Slugget and Associates  
**Date:** Wednesday, March 19, 2025 1:51:21 PM  
**Attachments:** [Outlook-0kph2mix](#)  
[Outlook-Agendas\\_Mi.png](#)

---

Thank you. Yes I did. I made mayor and council aware that I continued to use mary for the TPA grant application as well as other local lobbying. I will bring this item forward along with the budget amendment to re-instate the \$100,000 back into CIP as was originally intended.

What I am concerned about and have raised with some but not all applicable parties is whether or not the LGLA represents a conflict of interest for the 4 members of our sitting council that also sit on the LGLA. I do not see any personal benefit accruing to them yet appearance and perception are always the issue. Perhaps we could revisit that?

Thanks and I will ask Jeff and Amber to send the documents you requested.



**Francine L. Ramaglia**

Town Manager | Town of Loxahatchee Groves  
155 F Road | Loxahatchee Groves, FL 33470  
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---

**From:** Glen Torcivia <glen@torcivialaw.com>  
**Sent:** Wednesday, March 19, 2025 11:55 AM

**To:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>

**Cc:** Amelia Jadoo <AJadoo@torcivialaw.com>

**Subject:** Loxahatchee Groves - Professional Service Agreement with Slugget and Associates

Francine,

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Glen J. Torcivia, Esquire

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**From:** [Geoff Sluggett](#)  
**To:** [Francine Ramaglia](#)  
**Cc:** ["Mary McNicholas"](#)  
**Subject:** Proposal  
**Date:** Tuesday, October 8, 2024 2:27:58 PM  
**Attachments:** [Lox Groves proposal partially signed 10-8-24.pdf](#)

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Hi Francine,

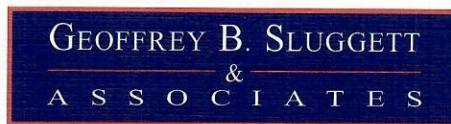
Please find the attached proposal for services.

If you have any questions, please let us know.

**Geoff Sluggett**

**Geoffrey B. Sluggett & Associates, Inc.**

**Mobile: 561-718-3797**



GOVERNMENT RELATIONS • PUBLIC POLICY AND STRATEGIC PLANNING • REGULATORY MONITORING AND ACTION • LAND USE AND ZONING

October 1, 2024

Ms. Francine Ramaglia, Town Manager  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, Florida 33470

Re: General Representation  
Our File: Lox Groves proposal 10-8-24.Pro

Dear Ms. Ramaglia:

We are pleased that you have requested Geoffrey B. Sluggett & Associates, Inc. to provide professional consulting services to the Town of Loxahatchee Groves ("Client").

Please review the following description of services and fees. If you agree with the terms set out below, please sign on the line indicated and return the original to us, together with the agreed retainer.

### SCOPE OF SERVICES

Client desires Geoffrey B. Sluggett & Associates, Inc. to perform the following services:

- Provide Government Relations Consulting Services to Client for Special Projects as directed by the Town Manager initially to include improvements to the Southern Boulevard corridor.

Client agrees to:

Pay Geoffrey B. Sluggett & Associates, Inc. for the performance of the above services as set forth herein.

Cooperate fully with Geoffrey B. Sluggett & Associates, Inc. by providing all necessary information and disclosing all material facts which will aid us in rendering the requested services to you.

### FEES AND EXPENSES

In consideration of the services performed by Geoffrey B. Sluggett & Associates, Inc., Client agrees to pay Geoffrey B. Sluggett & Associates, Inc., for services as follows:

Monthly Retainer: \$7,500.00 per month.

Prior approval will be obtained for any expenses for travel outside of Palm Beach County (mileage, travel, food & beverage, etc.). All applicable Lobbyist Registration fees, and any other expenses for items requested by the Town will be billed and reimbursed at actual cost. Client shall have the option of paying third party consultants and application fees directly, or if advanced by Geoffrey B. Sluggett & Associates, Client will be billed at cost plus ten (10%) percent. Statements of Account shall be submitted to Client on or about the first day of each month for services for that month. Client agrees to pay in full the amount of each statement within ten (10) days. Unpaid balances shall accrue interest at the rate of one and one-half (1½%) percent per month.

### GENERAL MATTERS

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event this Agreement is terminated by Client, the Client shall be liable to Geoffrey B. Sluggett & Associates, Inc. for any fees due for services rendered as set forth above.

Prior to bringing any lawsuit under this Agreement, the parties agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the applicable rules of the Florida Rules of Civil Procedure.

Good faith compliance with this clause shall be considered a condition precedent to the right of any party to bring a lawsuit under this Agreement. If the dispute cannot be resolved through mediation and litigation arises out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs. The Client agrees to pay and reimburse Geoffrey B. Sluggett & Associates, Inc. for all attorney's fees and costs incurred in the event that this agreement is in default, and requires enforcement procedures, collection activity and/or litigation, including at all state, federal, appellate and bankruptcy court levels.

Geoffrey B. Sluggett & Associates, Inc. neither promises nor warrants any particular outcome or result in this matter.

This letter contains the entire agreement between Client and Geoffrey B. Sluggett & Associates, Inc. and can be modified only by written agreement signed by both parties.

**Geoffrey B. Sluggett & Associates, Inc.**



Geoffrey B. Sluggett, President

Approved and agreed to this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Geoffrey B. Sluggett**

Geoff Sluggett, President of the firm, has over 37 years of local, regional, and state governmental experience. Prior to starting his own firm, he was with one of the leading lobbying firms in the South Florida region. In addition, he served as Director of Governmental Relations for the Associated General Contractors of America where he represented the commercial and industrial construction industry. His past experience also includes legislative aid/staff experience with the Palm Beach County Board of County Commissioners. Mr. Sluggett has been a lifelong resident of Palm Beach County for over 50 years and holds a Bachelors Degree in Public Affairs from Florida Atlantic University in Boca Raton, Florida.

**Mary E. McNicholas**

Mary McNicholas, Vice President of the firm, has over 38 years of local governmental experience with Palm Beach County. Prior to joining the firm, she was a Division Director for the Palm Beach County Board of County Commissioners. Ms. McNicholas has been a resident of Palm Beach County for over 36 years and is a native of South Florida. She holds a Bachelors of Science Degree from Murray State University in Murray, Kentucky.

**From:** [Project Coordinator](#)  
**To:** [Anita Kane](#); [Francine Ramaglia](#); [Lisa El-Ramey](#); [Marge Herzog](#); [Paul Coleman](#); [Phillis Maniglia](#); [Richard Gallant](#); [Town Manager](#); [Valerie Oakes](#)  
**Cc:** [Glen Torcivia](#); [mem@sluggett.com](mailto:mem@sluggett.com); [Amber Schneider](#)  
**Subject:** Supplemental Information with respect Resolution No. 2025-25 Agenda Item 8 on April 1st Town Council Agenda  
**Date:** Tuesday, April 1, 2025 1:44:22 PM  
**Attachments:** [PO 2170.pdf](#)  
[Sluggett contract.pdf](#)  
[Lox Groves proposal partially signed 10-8-24.pdf](#)

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Mayor and Council,

The Town Clerk received a request from a council person for the existing agreement with Geoffrey B. Sluggett and Associates, Inc. The Town Clerk has been out of the office and is unable to be at tonight's meeting, so she asked me to follow up on the request.

In the September 2024 time period the Town Manager and Mary McNicholas had discussions concerning Mary providing consulting services for the Town staff on potential development projects and assisting with communication on grants and transportation issues with Palm Beach County.

An offer was received from Geoffrey B. Sluggett & Associates, Inc. to provide such services. Direction was given by the Town Manager to issue a purchase order for such services within the confines of her spending authority and prepare a personal services agreement (PSA) memorializing the contract. There were discussions between Mary and staff concerning the form of the agreement and work was initiated under the tenets of the agreement. The work included assistance with the coordination and development of a potential business improvement district along the Southern Boulevard corridor. A potential district of this type had been discussed by both the FAAC and Council during budget deliberations for the 2024-25 FY. In addition, Mary provided assistance with potential grant funding for the development of a multiuse trail and crossings along Okeechobee Blvd. This work included the coordination of meetings with the County, stakeholders and Town Committees. The grant application has been submitted and is currently under review.

The contract memorializing the parties agreement was finalized by staff for signature by the vendor and Town Manager on March 24<sup>th</sup>. The original proposed agreement from the vendor, the purchase order and the executed agreement reflecting the work is attached for your reference.

If you have any questions about the contract, feel free to contact me at 561-307-5253.

Jeff

Jeff Kurtz  
 Project Coordinator  
 Town of Loxahatchee Groves  
 155 F Road  
 Loxahatchee Groves, Florida 33470

Phone 561-793-2418

E-Mail [projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)

<image.png>

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**From:** [Francine Ramaglia](#)  
**To:** [Amber Schneider](#)  
**Subject:** Fw: Geoffrey B. Sluggett & Associates" Invoices for October, November & December 2024;  
**Date:** Thursday, February 13, 2025 11:14:12 AM  
**Attachments:** [Invoice Lox Groves October 24.doc](#)  
[Invoice Lox Groves Nov 24.doc](#)  
[Invoice Lox Groves Dec 24.doc](#)  
[W9 GBS IMG 1136.jpg](#)  
[Outlook-32hq5ekg](#)  
[Outlook-Agendas\\_Mi.png](#)

Please set up a PO for grant assistance and let's get this in this week's EFT if at all possible.

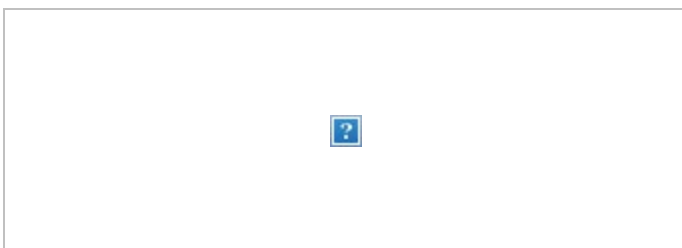


**Francine L. Ramaglia**

Town Manager | Town of Loxahatchee Groves

155 F Road | Loxahatchee Groves, FL 33470

Office: 561.277.2153 | Cell: 561.315.2369



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**PLEASE NOTE:** Florida has a very broad public records law. Most written communications to or from the Town of Loxahatchee Groves officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Loxahatchee Groves. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer.

**From:** mem@sluggett.com <mem@sluggett.com>

**Sent:** Thursday, February 13, 2025 10:49 AM

**To:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>

**Cc:** Mary McNicholas <mem@sluggett.com>

**Subject:** Geoffrey B. Sluggett & Associates' Invoices for October, November & December 2024;

Francine,

Please find attached Geoffrey B. Sluggett & Associates' Invoices for **October, November & December 2024**; please let me know if you need any further information. I am attaching our W-9 info and would appreciate you forwarding your form for the ACH information for

payment as we discussed. Also, if you could please provide me with you're Finance Director's direct contact information so that I may include them on future invoices, it would be greatly appreciated.

Thank you,

Mary

Mary McNicholas

Geoffrey B. Sluggett & Associates, Inc.

[mem@sluggett.com](mailto:mem@sluggett.com)

561.662.1805



**From:** [Town Clerk Assistant](#)  
**To:** [Francine Ramaglia](#)  
**Subject:** Agreement for Services W/ Mary McNicholas  
**Date:** Thursday, September 19, 2024 4:11:19 PM  
**Attachments:** [Agreement for Professional Services \(Mary c. - Sluggetts\).docx](#)  
[Outlook-Agendas\\_Mi.png](#)

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This is the PSA for Mary M. The previous agreements were all through Sluggett & Associates.

Thanks,

Sammie.

**Sammie Brown, FRA-RP, MEDP**  
Town Clerk Assistant  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
Office: 561.807.6672



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**From:** [Francine Ramaglia](#)  
**To:** [Project Coordinator](#)  
**Subject:** Fw: Proposal  
**Date:** Thursday, November 7, 2024 6:56:19 PM  
**Attachments:** [Lox Groves proposal partially signed 10-8-24.pdf](#)  
[Outlook-tssw000v](#)  
[Outlook-Agendas .Mi.png](#)  
**Importance:** High

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please let's get this one done before we leave here this week.



**Francine L. Ramaglia**

Town Manager | Town of Loxahatchee Groves

155 F Road | Loxahatchee Groves, FL 33470

Office: 561.277.2153 | Cell: 561.315.2369



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**From:** Francine Ramaglia  
**Sent:** Thursday, November 7, 2024 9:03 AM  
**To:** Project Coordinator <projectcoordinator@loxahatcheegrovesfl.gov>  
**Subject:** Fwd: Proposal

Need to sign off this morning please and thank you  
Sent from my iPhone

Begin forwarded message:

**From:** Francine Ramaglia <framaglia@loxahatcheegrovesfl.gov>  
**Date:** October 8, 2024 at 2:41:39 PM EDT

**To:** Project Coordinator <projectcoordinator@loxahatcheegrovesfl.gov>  
**Subject:** Fwd: Proposal

Sent from my iPhone

Begin forwarded message:

**From:** Geoff Sluggett <gbs@sluggett.com>  
**Date:** October 8, 2024 at 2:27:58 PM EDT  
**To:** Francine Ramaglia <framaglia@loxahatcheegrovesfl.gov>  
**Cc:** Mary McNicholas <mem@sluggett.com>  
**Subject:** Proposal

Hi Francine,

Please find the attached proposal for services.

If you have any questions, please let us know.

**Geoff Sluggett**

Geoffrey B. Sluggett & Associates, Inc.

Mobile: 561-718-3797

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT was made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town"), and Geoffrey B. Sluggett & Associates, Inc., a Florida limited liability company with a principal address of 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 ("Consultant").

### WITNESSETH:

**WHEREAS** the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and

**WHEREAS** the Town desires to engage the Consultant to perform professional services on behalf of Town Administration, under the direction and approval of the Town Manager or their designee. These services encompass representing the Town of Loxahatchee Groves and delivering specialized consulting services, particularly in securing funding for programs and projects that serve the Town's interests. This includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects.; and

**WHEREAS** the Consultant desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant, at the direction and approval of the Town Manager, shall provide consulting services to the Town. The general scope of the Consultant's services includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects. These services include but are not limited to:

- Providing expert advice, counsel, and active involvement in identifying potential funding sources, including grants for which the Town may be eligible.
- Scheduling, attending, and reporting on relevant meetings to ensure timely communication and progress.
- Drafting and preparing comprehensive funding requests and accompanying documentation.

- Identifying and collaborating with key stakeholders, consultants, agencies, and staff to advance project goals.
- Developing necessary support materials to bolster funding efforts.
- Negotiating partnerships and agreements to facilitate project success.
- Monitoring project progress, funding requests, and agreements, with regular status updates. As well as other assigned duties and related services in accordance with this Agreement. The Consultant shall efficiently manage each project from initiation to completion.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

- Term. The term of this Agreement shall commence on **October 1, 2024** and shall remain in effect until **February 28, 2025, unless terminated as stated** herein.
- Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.
- Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.
- Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than **thirty (30)** days written notice of termination.

- e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.
- f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:
  - 1) Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
  - 2) Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town
  - 3) Continue and complete all parts of the services that have not been terminated.
- g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.
- h. Termination for non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, the Town shall pay Consultant for all services performed under this Agreement through the date of termination.

## . SECTION 5: COMPENSATION.

- a. **Payments.** The Consultant's compensation shall not exceed \$24,999 for the term of this agreement. The Consultant's fee will be billed monthly per itemized invoice. The invoice shall be submitted to the Town Manager for review and processing no later than the 10th of each month. Travel time will be included in the monthly billing if one-way travel to the Town exceeds 30 minutes. The Town will not be responsible for withholding any payroll,

state, or federal taxes, which shall be the sole responsibility of the Consultant. Each year on October 1, the Consultant shall receive an increase commensurate with the Town's Procurement and Contract Management Division, but not less than 3% in the hourly compensation rate, unless otherwise mutually agreed between the parties.

- b. The consultant shall be entitled to reimbursement of reasonable expenses associated with the assigned tasks including but not limited to travel and mileage expenses, lobbyist registration fees, and exhibit production costs. The type and approximate cost of any such expenses should be approved by the Town Manager prior to the incursion of the expense.

**SECTION 6: WARRANTY/GUARANTEE.** The Consultant warrants that the services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those services or as otherwise provided by the manufacturer.

**SECTION 7: INSURANCE.** The Town agrees to waive the requirement for consultant to carry specific insurance coverages during the Term of this Agreement.

**SECTION 8: LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

**SECTION 9: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 10: PERSONNEL.** The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 11: SUB-CONSULTANTS.** The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

**SECTION 12: ASSIGNMENT.** The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all

covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13: EQUAL OPPORTUNITY EMPLOYMENT.** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of the Consultant to ensure sub-contractor's compliance.

**SECTION 14: INTEREST OF THE CONSULTANT.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**SECTION 15: COMPLIANCE WITH LAWS.** The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

**SECTION 16: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected,



and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 20: DISCRIMINATORY VENDOR.** As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 21: SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 22: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to: Town of Loxahatchee Groves

Attn: Town Manager

155 F Road

Loxahatchee Groves, FL 33470

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If sent to the Consultant, it shall be sent to:

Geoffrey B. Sluggett and Associates, Inc.

Mary McNicholas

500 South Australian Avenue, Suite 710,

West Palm Beach, Florida 33401

**SECTION 23: ENTIRETY OF AGREEMENT.** The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

**SECTION 24: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

**SECTION 25: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party, regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 26: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 27: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement, amendments, and addenda attached hereto, said failure shall be deemed a material breach of this Agreement, and Town may, at its option, provide notice to the Consultant to, terminate for cause.

**SECTION 28: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town Manager. The Effective Date is October 1, 2024.

**SECTION 29: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 30: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 31: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding

upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 32: PALM BEACH COUNTY IG.** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

**SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 34: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are delivered by the Consultant to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 36: DISPUTE RESOLUTION.** All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm

Beach County. Each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**SECTION 37: REMEDIES.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 38: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees.
- b. Secure an affidavit from all sub-consultants stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1) Florida Statutes.
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement and provide the same to the Town upon request.
- d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.
- f. Be aware that a violation of Section 448.095(5) by a sub-consultant, and not Consultant, shall be grounds for the Town to order Consultant immediately terminate the contract with the sub-consultant; and
- g. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

**SECTION 39: PUBLIC RECORDS.** Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-807-6672, VOakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager and the Consultant has hereunto set its hand and seal the day and year first written above.

CONSULTANT:

Geoffrey B. Sluggett & Associates, Inc., a Florida  
Limited liability company

By: \_\_\_\_\_  
Geoffrey B. Sluggett, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, Geoffrey B. Sluggett as President of Geoffrey B. Sluggett, Inc. ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification and who did not take an oath.

(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

---

Francine L. Ramaglia, Town Manager

Approved as to form and legal sufficiency:

---

Office of the Town Attorney

DRAFT

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT was made and entered into this \_\_\_\_ day of **April 2025**, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town"), and Geoffrey B. Sluggett & Associates, Inc., a Florida limited liability company with a principal address of 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 ("Consultant").

### WITNESSETH:

**WHEREAS** the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and

**WHEREAS** the Town desires to engage the Consultant to perform professional services on behalf of Town Administration, under the direction and approval of the Town Manager or their designee. These services encompass representing the Town of Loxahatchee Groves and delivering specialized consulting services, particularly in securing funding for programs and projects that serve the Town's interests. This includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects.; and

**WHEREAS** the Consultant desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

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- Providing expert advice, counsel, and active involvement in identifying potential funding sources, including grants for which the Town may be eligible.
- Scheduling, attending, and reporting on relevant meetings to ensure timely communication and progress.
- Drafting and preparing comprehensive funding requests and accompanying documentation.



- Identifying and collaborating with key stakeholders, consultants, agencies, and staff to advance project goals.
- Developing necessary support materials to bolster funding efforts.
- Negotiating partnerships and agreements to facilitate project success.
- Monitoring project progress, funding requests, and agreements, with regular status updates. As well as other assigned duties and related services in accordance with this Agreement. The Consultant shall efficiently manage each project from initiation to completion.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

- Term. The term of this Agreement shall commence on March 1, 2025 and shall remain in effect until March 1, 2026, unless terminated as stated herein.
- Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.
- Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.
- Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

- e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.
- f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:
  - 1) Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
  - 2) Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town
  - 3) Continue and complete all parts of the services that have not been terminated.
- g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.
- h. Termination for non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, the Town shall pay Consultant for all services performed under this Agreement through the date of termination.

## . SECTION 5: COMPENSATION.

- a. **Payments.** The Consultant's \$7,500.00 fee will be billed monthly per itemized invoice. The invoice shall be submitted to the Town Manager for review and processing no later than the 10th of each month. Travel time will be included in the monthly billing if one-way travel to the Town exceeds 30 minutes. The Town will not be responsible for withholding any payroll, state, or federal taxes, which shall be the sole responsibility of the Consultant.

Each year on October 1, the Consultant shall receive an increase commensurate with the Town's Procurement and Contract Management Division, but not less than 3% in the hourly compensation rate, unless otherwise mutually agreed between the parties.

- b. The consultant shall be entitled to reimbursement of reasonable expenses assumed with the assigned tasks including but not limited to travel and mileage expenses, lobbyist registration fees, and exhibit production costs. The type and approximate cost of any such expenses should be approved by the Town Manager prior to the incursion of the expense.

**SECTION 6: WARRANTY/GUARANTEE.** The Consultant warrants that the services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those services or as otherwise provided by the manufacturer.

**SECTION 7: INSURANCE.** The Town agrees to waive the requirement for consultant to carry specific insurance coverages during the Term of this Agreement.

**SECTION 8: INDEMNIFICATION.** The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**SECTION 8: LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

**SECTION 9: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 10: PERSONNEL.** The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged

in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 11: SUB-CONSULTANTS.** The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

**SECTION 12: ASSIGNMENT.** The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13: EQUAL OPPORTUNITY EMPLOYMENT.** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of the Consultant to ensure sub-contractor's compliance.

**SECTION 14: INTEREST OF THE CONSULTANT.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**SECTION 15: COMPLIANCE WITH LAWS.** The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

**SECTION 16: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose

of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 20: DISCRIMINATORY VENDOR.** As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 21: SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 22: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to: Town of Loxahatchee Groves

Attn: Town Manager  
155 F Road  
Loxahatchee Groves, FL 33470

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If sent to the Consultant, it shall be sent to:

Geoffrey B. Sluggett and Associates, Inc.

Mary McNicholas

500 South Australian Avenue, Suite 710,  
West Palm Beach, Florida 33401

**SECTION 23: ENTIRETY OF AGREEMENT.** The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

**SECTION 24: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

**SECTION 25: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party, regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 26: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 27: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement, amendments, and addenda attached hereto, said failure shall be deemed a material breach of this Agreement, and Town may, at its option, provide notice to the Consultant to, terminate for cause.

**SECTION 28: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town Manager. The Effective Date is March 1, 2025.

**SECTION 29: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.**

Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 30: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 31: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 32: PALM BEACH COUNTY IG.** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

**SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 34: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are delivered by the Consultant to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town

accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 36: DISPUTE RESOLUTION.** All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**SECTION 37: REMEDIES.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 38: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees.
- b. Secure an affidavit from all sub-consultants stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1) Florida Statutes.
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement and provide the same to the Town upon request.
- d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.



- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.
- f. Be aware that a violation of Section 448.095(5) by a sub-consultant, and not Consultant, shall be grounds for the Town to order Consultant immediately terminate the contract with the sub-consultant; and
- g. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

**SECTION 39: PUBLIC RECORDS.** Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-807-6672, VOakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager and the Consultant has hereunto set its hand and seal the day and year first written above.

CONSULTANT:

Geoffrey B. Sluggett & Associates, Inc., a Florida  
Limited liability company

By: \_\_\_\_\_  
Geoffrey B. Sluggett, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, Geoffrey B. Sluggett as President of Geoffrey B. Sluggett, Inc. ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification and who did not take an oath.

(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

---

Francine L. Ramaglia, Town Manager

Approved as to form and legal sufficiency:

---

Office of the Town Attorney

DRAFT

**From:** [Francine Ramaglia](#)  
**To:** [Project Coordinator](#)  
**Subject:** Fwd: Proposal  
**Date:** Tuesday, October 8, 2024 2:41:40 PM  
**Attachments:** [Lox Groves proposal partially signed 10-8-24.pdf](#)

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Sent from my iPhone

Begin forwarded message:

**From:** Geoff Sluggett <[gbs@sluggett.com](mailto:gbs@sluggett.com)>  
**Date:** October 8, 2024 at 2:27:58 PM EDT  
**To:** Francine Ramaglia <[framaglia@loxahatcheegrovesfl.gov](mailto:framaglia@loxahatcheegrovesfl.gov)>  
**Cc:** Mary McNicholas <[mem@sluggett.com](mailto:mem@sluggett.com)>  
**Subject:** Proposal

Hi Francine,

Please find the attached proposal for services.

If you have any questions, please let us know.

**Geoff Sluggett**

**Geoffrey B. Sluggett & Associates, Inc.**

**Mobile: 561-718-3797**

**From:** Francine Ramaglia FRamaglia@loxahatcheegrovesfl.gov  
**Subject:** RE: Congresswoman Sheila Cherfilus-McCormick - Town Council Chambers Appropriations Meeting Space Request  
**Date:** April 4, 2025 at 4:59 PM  
**To:** Lisa El-Ramey lel-ramey@loxahatcheegrovesfl.gov  
**Cc:** Glen Torcivia glen@torcivialaw.com

Thanks for your quick response.

**Francine L. Ramaglia**  
 Town Manager | Town of Loxahatchee Groves  
 155 F Road | Loxahatchee Groves, FL 33470  
 Office: 561.277.2153 | Cell: 561.315.2369



**LOXAHATCHEE**  
**GROVES**  
 F L O R I D A

**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**PLEASE NOTE:** Florida has a very broad public records law. Most written communications to or from the Town of Loxahatchee Groves officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Loxahatchee Groves. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer.

**From:** Lisa El-Ramey <lel-ramey@loxahatcheegrovesfl.gov>  
**Sent:** Friday, April 4, 2025 4:29 PM  
**To:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>  
**Cc:** Glen Torcivia <glen@torcivialaw.com>  
**Subject:** Re: Congresswoman Sheila Cherfilus-McCormick - Town Council Chambers Appropriations Meeting Space Request

While I can agree this is an opportunity that may be too hard to pass up, I do not believe the town manager has the authority to unilaterally change the meeting date for town council.

Glen, please advise

Lisa El-Ramey  
 Town Council Member Seat #2  
 Town of Loxahatchee Groves  
 Mobile 561-942-6583  
 Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)



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On Apr 4, 2025, at 3:34 PM, Francine Ramaglia  
<[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)> wrote:

Good afternoon,

What a wonderful opportunity for the Town. Of note, the Congresswoman is working with the Town to sponsor a 4-5 million federal appropriation for drainage infrastructure and she has encouraged us to go as big as we are comfortable with. It will be a wonderful opportunity to have her and her office hear about the issues associated with rural communities, ours especially since we are surrounded by encroaching development and have a very limited tax base to sustain the cost of necessary infrastructure.

We are very excited to host this event as we hope you and our community are as well.

<image001.jpg>

**Francine L. Ramaglia**

Town Manager | Town of Loxahatchee Groves

155 F Road | Loxahatchee Groves, FL 33470

Office: 561.277.2153 | Cell: 561.315.2369

<image002.png>

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**From:** Town Clerk Assistant <[townclerkassistant@loxahatcheegrovesfl.gov](mailto:townclerkassistant@loxahatcheegrovesfl.gov)>

**Sent:** Friday, April 4, 2025 3:18 PM

**To:** TownCouncil <[TownCouncil@loxahatcheegrovesfl.gov](mailto:TownCouncil@loxahatcheegrovesfl.gov)>

**Cc:** Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)>; Valerie Oakes <[voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov)>

**Subject:** Congresswoman Sheila Cherfilus-McCormick - Town Council Chambers Appropriations Meeting Space Request

Dear Mayor and Members of the Town Council,

I hope this message finds you well. I am writing to inform you that the Office of Congresswoman Sheila Cherfilus-McCormick has reached out to our office with a request to utilize the Town Hall Council Chamber. They would like to host a Western Counties Appropriations Meeting on April 15th from 5:30 to 7:30 P.M. The purpose of this meeting is to advise the western communities within her district, which include the Town of Loxahatchee Groves and the Glades communities (South Bay, Belle Glade, and Pahokee), on the upcoming congressional appropriations process.

In order to accommodate this request, we plan to reschedule the Town Council Workshop and Volunteer Appreciation Event from April 15th to April 22nd. This adjustment will ensure that we can support the Congresswoman's efforts to support our community.

Please let me know if you have any questions or concerns regarding this change. Thank you in advance for your understanding and cooperation.

Respectfully,

**Sammie Brown, FRA-RP, MEDP**

Town Clerk Assistant

Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, FL 33470

Office: 561.807.6672

<image002.png>

**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



**From:** [Francine Ramaglia](#)  
**To:** [Project Coordinator](#)  
**Subject:** Fwd: Proposal  
**Date:** Thursday, November 7, 2024 9:03:22 AM  
**Attachments:** [Lox Groves proposal partially signed 10-8-24.pdf](#)

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Need to sign off this morning please and thank you  
Sent from my iPhone

Begin forwarded message:

**From:** Francine Ramaglia <framaglia@loxahatcheegrovesfl.gov>  
**Date:** October 8, 2024 at 2:41:39 PM EDT  
**To:** Project Coordinator <projectcoordinator@loxahatcheegrovesfl.gov>  
**Subject:** Fwd: Proposal

Sent from my iPhone

Begin forwarded message:

**From:** Geoff Sluggett <gbs@sluggett.com>  
**Date:** October 8, 2024 at 2:27:58 PM EDT  
**To:** Francine Ramaglia <framaglia@loxahatcheegrovesfl.gov>  
**Cc:** Mary McNicholas <mem@sluggett.com>  
**Subject:** Proposal

Hi Francine,

Please find the attached proposal for services.

If you have any questions, please let us know.

**Geoff Sluggett**

Geoffrey B. Sluggett & Associates, Inc.

Mobile: 561-718-3797

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT was made and entered into this \_\_\_\_ day of **April 2025**, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town"), and Geoffrey B. Sluggett & Associates, Inc., a Florida limited liability company with a principal address of 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 ("Consultant").

### WITNESSETH:

**WHEREAS** the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and

**WHEREAS** the Town desires to engage the Consultant to perform professional services on behalf of Town Administration, under the direction and approval of the Town Manager or their designee. These services encompass representing the Town of Loxahatchee Groves and delivering specialized consulting services, particularly in securing funding for programs and projects that serve the Town's interests. This includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects.; and

**WHEREAS** the Consultant desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant, at the direction and approval of the Town Manager, shall provide consulting services to the Town. The general scope of the Consultant's services includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects. These services include but are not limited to:

- Providing expert advice, counsel, and active involvement in identifying potential funding sources, including grants for which the Town may be eligible.
- Scheduling, attending, and reporting on relevant meetings to ensure timely communication and progress.
- Drafting and preparing comprehensive funding requests and accompanying documentation.

- Identifying and collaborating with key stakeholders, consultants, agencies, and staff to advance project goals.
- Developing necessary support materials to bolster funding efforts.
- Negotiating partnerships and agreements to facilitate project success.
- Monitoring project progress, funding requests, and agreements, with regular status updates. As well as other assigned duties and related services in accordance with this Agreement. The Consultant shall efficiently manage each project from initiation to completion.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

- Term. The term of this Agreement shall commence on **October 1, 2024** and shall remain in effect until **February 28, 2025, unless terminated as stated** herein.
- Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.
- Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.
- Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than **thirty (30)** days written notice of termination.

- e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.
- f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:
  - 1) Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
  - 2) Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town
  - 3) Continue and complete all parts of the services that have not been terminated.
- g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.
- h. Termination for non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, the Town shall pay Consultant for all services performed under this Agreement through the date of termination.

## . SECTION 5: COMPENSATION.

- a. **Payments.** The Consultant's compensation shall not exceed \$24,999 for the term of this agreement per itemized invoice. The invoice shall be submitted to the Town Manager for review and processing no later than the 10th of each month. Travel time will be included in the monthly billing if one-way travel to the Town exceeds 30 minutes. The Town will not be responsible for withholding any payroll, state, or federal taxes, which shall be the

sole responsibility of the Consultant. Each year on October 1, the Consultant shall receive an increase commensurate with the Town's Procurement and Contract Management Division, but not less than 3% in the hourly compensation rate, unless otherwise mutually agreed between the parties.

- b. The consultant shall be entitled to reimbursement of reasonable expenses assumed with the assigned tasks including but not limited to travel and mileage expenses, lobbyist registration fees, and exhibit production costs. The type and approximate cost of any such expenses should be approved by the Town Manager prior to the incursion of the expense.

**SECTION 6: WARRANTY/GUARANTEE.** The Consultant warrants that the services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those services or as otherwise provided by the manufacturer.

**SECTION 7: INSURANCE.** The Town agrees to waive the requirement for consultant to carry specific insurance coverages during the Term of this Agreement.

**SECTION 8: INDEMNIFICATION.** The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**SECTION 8: LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

**SECTION 9: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 10: PERSONNEL.** The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required

hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 11: SUB-CONSULTANTS.** The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

**SECTION 12: ASSIGNMENT.** The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13: EQUAL OPPORTUNITY EMPLOYMENT.** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of the Consultant to ensure sub-contractor's compliance.

**SECTION 14: INTEREST OF THE CONSULTANT.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**SECTION 15: COMPLIANCE WITH LAWS.** The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

**SECTION 16: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town

shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 20: DISCRIMINATORY VENDOR.** As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 21: SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 22: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to: Town of Loxahatchee Groves

Attn: Town Manager

155 F Road

Loxahatchee Groves, FL 33470

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If sent to the Consultant, it shall be sent to:

Geoffrey B. Sluggett and Associates, Inc.

Mary McNicholas

500 South Australian Avenue, Suite 710,

West Palm Beach, Florida 33401

**SECTION 23: ENTIRETY OF AGREEMENT.** The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties hereto.

**SECTION 24: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

**SECTION 25: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party, regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 26: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.



**SECTION 27: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement, amendments, and addenda attached hereto, said failure shall be deemed a material breach of this Agreement, and Town may, at its option, provide notice to the Consultant to, terminate for cause.

**SECTION 28: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town Manager. The Effective Date is October 1, 2024.

**SECTION 29: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 30: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 31: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 32: PALM BEACH COUNTY IG.** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

**SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 34: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are delivered by the Consultant to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 36: DISPUTE RESOLUTION.** All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**SECTION 37: REMEDIES.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 38: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees.
- b. Secure an affidavit from all sub-consultants stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1) Florida Statutes.

- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement and provide the same to the Town upon request.
- d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.
- f. Be aware that a violation of Section 448.095(5) by a sub-consultant, and not Consultant, shall be grounds for the Town to order Consultant immediately terminate the contract with the sub-consultant; and
- g. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

**SECTION 39: PUBLIC RECORDS.** Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-807-6672, VOakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager and the Consultant has hereunto set its hand and seal the day and year first written above.

CONSULTANT:

Geoffrey B. Sluggett & Associates, Inc., a Florida  
Limited liability company

By: \_\_\_\_\_  
Geoffrey B. Sluggett, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, Geoffrey B. Sluggett as President of Geoffrey B. Sluggett, Inc. ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification and who did not take an oath.

(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

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Francine L. Ramaglia, Town Manager

Approved as to form and legal sufficiency:

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Office of the Town Attorney

DRAFT

COUNCIL DIRECTION OF LETTER TO PROPERTY APPRAISER

<https://www.youtube.com/live/Dd2itle26Uw?si=2oyvjRtg09pPulwO&t=17165>

## **TOWN MANAGER PERFORMANCE ISSUES**

### BREACH OF CONTRACT

#### ITEM II DUTIES & RESPONSIBILITIES

- FAILED TO FOLLOW COUNCIL ESTABLISHED POLICIES AND PROCEDURES

SLUGGETT CONTRACT

PROJECTED POINT CONTRACT

- FAILURE TO IMPLEMENT EFFECTIVE AND FUNCTIONAL CODE ENFORCEMENT

#### ITEM VII PERFORMANCE EVALUATION

PROVIDE ORGANIZATIONAL REVIEW ON OR BEFORE JULY 1

### ACTIONS TAKEN WITHOUT EVIDENCE OF COUNCIL DIRECTION

HIRING OF LOBBYING FIRM/NON BUDGETED SPENDING

CREATION OF TOWN STAFF POSITIONS/NON BUDGETED SPENDING

FOCUS ON SOUTHERN BOULEVARD CORRIDOR/NON BUDGETED SPENDING

CODE ENFORCEMENT CASE PRIORITIZATION

CANCELLATION OF TOWN COUNCIL MEETING APRIL 15, 2025

PRODUCTION OF NEW AGENDA FOR RECESSED MEETING/ADDED ITEMS

### INCORRECT IMPLEMENTATION OF COUNCIL DIRECTION

LETTER TO PROPERTY APPRAISER

FAILURE TO DELIVER AGENDAS AS AGREED/ON TIME

FAILURE TO HAVE REQUESTED AGENDA ITEMS AS AGREED

COMMITTEE MEETINGS SCHEDULED AND CONDUCTED WITHOUT COUNCIL  
REQUIRED 1 WEEK NOTICE TO THE PUBLIC

### ONGOING CONCERNS FROM THE PUBLIC

#### PUBLIC RECORDS

ADMINISTRATIVE CLOSURE OF REQUESTS

IGNORED REQUESTS

NO PUBLIC FEE SCHEDULE AVAILABLE

#### CODE ENFORCEMENT

FAILURE TO ACT ON COMPLAINTS BY PUBLIC

FAILURE TO ACT ON PUBLIC HEALTH & SAFETY

FAILURE TO ACT ON LONG STANDING OFFENDERS

#### PERMITTING/FDA'S

HIGH COSTS

LONG PROCESSING TIME

NO OR POOR FEEDBACK FROM TOWN ENGINEER

DIFFICULTY FINDING CONTRATORS WILLING TO WORK IN TOWN DUE TO  
ISSUES WITH PROCESSING OF PERMITS/PLANS ETC

#### INCREASING EXPENSES

#### STAFF QUALITY

**From:** Valerie Oakes voakes@loxahatcheegrovesfl.gov  
**Subject:** Re: Document Request  
**Date:** April 25, 2025 at 1:34 PM  
**To:** Lisa El-Ramey lel-ramey@loxahatcheegrovesfl.gov  
**Cc:** Glen Torcivia glen@torcivialaw.com

Good afternoon,

I do not have a record for this request.

Valerie Oakes, CMC  
Town Clerk  
Office of the Town Clerk  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
Office: 561.807.6672



**LOXAHATCHEE**  
**GROVES**  
— F L O R I D A —

**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Loxahatchee Groves officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Loxahatchee Groves. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer.

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**From:** Lisa El-Ramey <lel-ramey@loxahatcheegrovesfl.gov>  
**Sent:** Friday, April 25, 2025 9:51 AM  
**To:** Valerie Oakes <voakes@loxahatcheegrovesfl.gov>  
**Cc:** Glen Torcivia <glen@torcivialaw.com>  
**Subject:** Re: Document Request

Good Morning Valerie,

Just following up on the status of this request.

Kind regards,  
Lisa

Lisa El-Ramey  
Town Council Member Seat #2  
Town of Loxahatchee Groves  
Mobile 561-942-6583  
Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)





# LOXAHATCHEE GROVES FLORIDA

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On Apr 14, 2025, at 2:13 PM, Valerie Oakes <[voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov)> wrote:

Thank you Councilmember, we will begin to work on your request.

**Valerie Oakes, CMC**

Town Clerk

Office of the Town Clerk

Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, FL 33470

Office: 561.807.6672

<image002.png>

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**From:** Lisa El-Ramey <[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)>

**Sent:** Monday, April 14, 2025 12:30 PM

**To:** Valerie Oakes <[voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov)>

**Cc:** Glen Torcivia <[glen@torcivialaw.com](mailto:glen@torcivialaw.com)>

**Subject:** Document Request

Good Afternoon Valerie,

Please provide, at your earliest convenience, the organizational review provided to the then town council for 2023 and 2024.

Thank you in advance for your assistance in this request.

Kind regards,  
Lisa

Lisa El-Ramey  
Town Council Member Seat #2  
Town of Loxahatchee Groves  
Mobile 561-942-6583  
Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)

<image003.png>

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**From:** Francine Ramaglia FRamaglia@loxahatcheegrovesfl.gov  
**Subject:** Fw: Loxahatchee Groves  
**Date:** April 18, 2025 at 10:57 AM  
**To:** TownCouncil TownCouncil@loxahatcheegrovesfl.gov  
**Cc:** Caryn Gardner-Young cgardneryoung@loxahatcheegrovesfl.gov, Project Coordinator projectcoordinator@loxahatcheegrovesfl.gov, lrmijim@bellsouth.net, Valerie Oakes voakes@loxahatcheegrovesfl.gov

Please see response from Mr. Alexander below. We will schedule him to attend the June 3<sup>rd</sup> Council meeting.



**Francine L. Ramaglia**  
 Town Manager | Town of Loxahatchee Groves  
 155 F Road | Loxahatchee Groves, FL 33470  
 Office: 561.277.2153 | Cell: 561.315.2369



**LOXAHATCHEE**  
**GROVES**  
 F L O R I D A

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**From:** Keith N. Alexander <KAlexander@pbcpar.gov>  
**Sent:** Friday, April 18, 2025 10:15 AM  
**To:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>  
**Subject:** RE: Loxahatchee Groves

Good morning,

Regarding the attached letter, our office has not made any changes to the way we qualify and review Ag classified parcels.

Officials or residents are welcome to email or call me anytime. I am happy to discuss any concerns you may have.

I am available to attend the June 3<sup>rd</sup> meeting.

-----  
 Keith N Alexander RFS MAS CFF

Keith N. Alexander, FLEA, MAI, C, S, E  
 State-certified residential real estate appraiser RD2770  
 Manager, Agricultural Appraisal Department  
 Palm Beach County Property Appraiser's Office  
 301 N Olive Ave, West Palm Beach, FL 33401  
 Tel: 561 355-2646 Fax: 561 355-1711  
 Website: [www.pbcpao.gov](http://www.pbcpao.gov)

**We Value What You Value**



### **Recipient of the Certificate of Excellence in Assessment Administration**

**From:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>  
**Sent:** Friday, April 18, 2025 9:23 AM  
**To:** Keith N. Alexander <KAlexander@pbcpao.gov>  
**Subject:** Loxahatchee Groves

Hi Keith,

I am writing to share a letter to you requested by our Council at their last meeting and to ask if you would be able to meet with us again to discuss our tax base and how you are evaluating the changes we are all seeing.

I know that the Sluggetts have also been working with your office on our behalf and we wish to meet with you at a staff level to work through some mechanics and to forge a better partnership with you. For instance, we wish to share with you our approach to code enforcement for unpermitted activities and non-conforming plots, structures and operations—a stronger partnership in this area will surely benefit both of our organizations and accuracy of the tax roll.

Finally, our Council would like to have a chance to have a presentation from you so that they may better understand how your process works with respect to our little unique community. Please let us know when a meeting with our staff would work for you and if you (hopefully along with the property appraiser as well) will be able to attend the June 3<sup>rd</sup> or July 1<sup>st</sup> council meeting at 6:30 pm in our chambers at 155 F Road, Loxahatchee Groves.

Thank you very much!

**Francine L. Ramaglia**  
 Town Manager | Town of Loxahatchee Groves  
 155 F Road | Loxahatchee Groves, FL 33470  
 Office: 561.277.2153 | Cell: 561.315.2369

TOWN



# LOXAHATCHEE GROVES FLORIDA

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**From:** Francine Ramaglia FRamaglia@loxahatcheegrovesfl.gov  
**Subject:** Re: [External] 04/29/25 Unified Land Development Code Review Committee Meeting  
**Date:** April 30, 2025 at 3:35 PM  
**To:** Lisa El-Ramey lel-ramey@loxahatcheegrovesfl.gov, Glen Torcivia glen@torcivialaw.com  
**Cc:** Valerie Oakes voakes@loxahatcheegrovesfl.gov, sandtr@pbsso.org

I asked you to call and I shared that I provided what I had.



**Francine L. Ramaglia**  
 Town Manager | Town of Loxahatchee Groves  
 155 F Road | Loxahatchee Groves, FL 33470  
 Office: 561.277.2153 | Cell: 561.315.2369



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**From:** Lisa El-Ramey <lel-ramey@loxahatcheegrovesfl.gov>  
**Sent:** Wednesday, April 30, 2025 3:32 PM  
**To:** Glen Torcivia <glen@torcivialaw.com>  
**Cc:** Valerie Oakes <voakes@loxahatcheegrovesfl.gov>; sandtr@pbsso.org <sandtr@pbsso.org>; Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>  
**Subject:** Re: [External] 04/29/25 Unified Land Development Code Review Committee Meeting

Per several back and forth with the town manager and a phone message, I was told to request the referenced documents from you.

This is the email at 11:27 AM where documents are referenced: "I already had it delivered to our attorney and have asked PBSO to speak with us about the series of threatening documents received by certain councilmembers and texts received by employees."

Could you please provide the documents Ms. Ramaglia is referring to?

Kind regards,  
 Lisa

Lisa El-Ramey  
 Town Council Member Seat #2  
 Town of Loxahatchee Groves  
 Mobile 561-942-6583  
 Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)



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On Apr 30, 2025, at 2:07 PM, Lisa El-Ramey <lel-ramey@loxahatcheegrovesfl.gov> wrote:

To clarify, I understand there is a special meeting to discuss the anonymous letter regarding employee concerns.

The meeting I am referring to is the ULDC meeting from last night that clearly should NOT have taken place.

I received your phone call and will request all "threatening" documentation from the town attorney as you stated, he is in possession of all of these.

Lisa El-Ramey  
 Town Council Member Seat #2  
 Town of Loxahatchee Groves  
 Mobile 561-942-6583  
 Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)

<image001.png>

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On Apr 30, 2025, at 12:25 PM, Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov> wrote:

There is a special meeting to discuss these matters.

<image002.jpg>

**Francine L. Ramaglia**  
Town Manager | Town of Loxahatchee Groves  
155 F Road | Loxahatchee Groves, FL 33470  
Office: 561.277.2153 | Cell: 561.315.2369

<image003.png>

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**From:** Lisa El-Ramey <lel-ramey@loxahatcheegrovesfl.gov>

**Sent:** Wednesday, April 30, 2025 11:57 AM

**To:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>

**Cc:** Glen Torcivia <glen@torcivialaw.com>; Valerie Oakes <voakes@loxahatcheegrovesfl.gov>; sandtr@pbso.org

**Subject:** Re: [External] 04/29/25 Unified Land Development Code Review Committee Meeting

No response to my concerns/complaint about the meeting taking place?

What other series of threatening documents and texts? If there have been additional concerns why am I only learning of these now in your response to email?

Lisa El-Ramey  
Town Council Member Seat #2  
Town of Loxahatchee Groves  
Mobile 561-942-6583  
Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)

<image004.png>

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On Apr 30, 2025, at 11:27 AM, Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov> wrote:

Thank you—I already had it delivered to our attorney and have asked PBSO to speak with us about the series of threatening documents received by certain councilmembers and texts received by employees.

<Outlook-xg4xbp4h.jpeg>

**Francine L. Ramaglia**  
Town Manager | Town of Loxahatchee Groves  
155 F Road | Loxahatchee Groves, FL 33470  
Office: 561.277.2153 | Cell: 561.315.2369

<Outlook-Agendas\_Mi.png>

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**From:** Lisa El-Ramey  
**Sent:** Wednesday, April 30, 2025 11:25 AM  
**To:** Francine Ramaglia  
**Cc:** Glen Torcivia; Valerie Oakes; [sandtr@pbsso.org](mailto:sandtr@pbsso.org)  
**Subject:** Re: [External] 04/29/25 Unified Land Development Code Review Committee Meeting

Good Morning Francine,

I appreciate the sharing of this information and I am including the town attorney and Captain Sandt in this communication. It would be appropriate for Mr. Zdunowski to provide this threat letter to our PBSO representative for further investigation.

As to the meeting and the lack of proper notification, you were included in my previous emails stating this meeting should have been rescheduled and not taken place. Clearly members of the committee felt the same.

Kind regards,  
 Lisa

Lisa El-Ramey  
 Town Council Member Seat #2  
 Town of Loxahatchee Groves  
 Mobile 561-942-6583  
 Town Hall 561-793-2418  
[lel-ramey@loxahatcheegrovesfl.gov](mailto:lel-ramey@loxahatcheegrovesfl.gov)

<image001.png>

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On Apr 30, 2025, at 11:15 AM, Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)> wrote:

Please see below.

---

**From:** Brian W. Zdunowski <[BZdunowski@dssinc.com](mailto:BZdunowski@dssinc.com)>  
**Sent:** Wednesday, April 30, 2025 10:49 AM  
**To:** Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)>  
**Cc:** [rttrd5@gmail.com](mailto:rttrd5@gmail.com) <[rttrd5@gmail.com](mailto:rttrd5@gmail.com)>; Town Clerk Assistant <[townclerkassistant@loxahatcheegrovesfl.gov](mailto:townclerkassistant@loxahatcheegrovesfl.gov)>; Unified Land Development Code Review Committee <[uldcrc@loxahatcheegrovesfl.gov](mailto:uldcrc@loxahatcheegrovesfl.gov)>; Valerie Oakes <[voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov)>; Project Coordinator <[projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)>; Caryn Gardner-Young <[cgardneryoung@loxahatcheegrovesfl.gov](mailto:cgardneryoung@loxahatcheegrovesfl.gov)>  
**Subject:** Re: [External] Re: 04/29/25 Unified Land Development Code Review Committee Meeting

Hi Francine and ULDC

We came home from our cruise to find a printed out threat letter in my mailbox telling me the town voted and doesn't want me on the council or anything to do with the town.

Sorry I have to think about my wife and child we are adopting soon safety. I no longer want to be on the ULDC

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**From:** Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)>  
**Sent:** Tuesday, April 29, 2025 7:27:21 PM  
**To:** Brian W. Zdunowski <[BZdunowski@dssinc.com](mailto:BZdunowski@dssinc.com)>  
**Cc:** [rttrd5@gmail.com](mailto:rttrd5@gmail.com) <[rttrd5@gmail.com](mailto:rttrd5@gmail.com)>; Town Clerk Assistant <[townclerkassistant@loxahatcheegrovesfl.gov](mailto:townclerkassistant@loxahatcheegrovesfl.gov)>; Unified Land Development Code Review Committee <[uldcrc@loxahatcheegrovesfl.gov](mailto:uldcrc@loxahatcheegrovesfl.gov)>; Valerie Oakes <[voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov)>; Project Coordinator <[projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)>; Caryn Gardner-Young <[cgardneryoung@loxahatcheegrovesfl.gov](mailto:cgardneryoung@loxahatcheegrovesfl.gov)>  
**Subject:** Re: [External] Re: 04/29/25 Unified Land Development Code Review Committee Meeting

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Thank you for copying me!!  
 Sent from my iPhone

On Apr 29, 2025, at 6:41 PM, Brian W. Zdunowski <[BZdunowski@dssinc.com](mailto:BZdunowski@dssinc.com)> wrote:

Same thing happened to me. 1 day notice and I am on a cruise.

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**From:** Robert Austin <[rttrd5@gmail.com](mailto:rttrd5@gmail.com)>  
**Sent:** Tuesday, April 29, 2025 6:30:58 PM



To: Town Clerk Assistant <[townclerkassistant@loxahatcheegrovesfl.gov](mailto:townclerkassistant@loxahatcheegrovesfl.gov)>  
Cc: Unified Land Development Code Review Committee <[uldcrc@loxahatcheegrovesfl.gov](mailto:uldcrc@loxahatcheegrovesfl.gov)>; Valerie Oakes <[voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov)>; Project Coordinator <[projectcoordinator@loxahatcheegrovesfl.gov](mailto:projectcoordinator@loxahatcheegrovesfl.gov)>; Francine Ramaglia <[FRamaglia@loxahatcheegrovesfl.gov](mailto:FRamaglia@loxahatcheegrovesfl.gov)>; Caryn Gardner-Young <[cgardneryoung@loxahatcheegrovesfl.gov](mailto:cgardneryoung@loxahatcheegrovesfl.gov)>  
Subject: [External] Re: 04/29/25 Unified Land Development Code Review Committee Meeting

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You can't send me a notice for a meeting happening the next day. I was out of town and just got back, if I had known this meeting was happening a week or two ahead of time, I would have rescheduled my trip.

On Mon, Apr 28, 2025 at 10:48 AM Town Clerk Assistant <[townclerkassistant@loxahatcheegrovesfl.gov](mailto:townclerkassistant@loxahatcheegrovesfl.gov)> wrote:

Good afternoon, ULDC Committee Members,

Please see the attached agenda for the ULDC Review Committee Meeting tomorrow, **4/29/25, from 4:00 p.m. to 6:00 p.m.**

Thanks,

**Sammie Brown, FRA-RP, MEDP**  
Town Clerk Assistant  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
Office: 561.807.6672

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In Loxahatchee Groves, Florida, hiring for a position not originally included in the town's budget involves a structured process to ensure fiscal responsibility and compliance with municipal policies.

### ### Budget Amendment Process

When the need arises to fill an unbudgeted position, the town follows these steps:

1. **\*\*Identification of Need\*\***: The Town Manager or relevant department identifies the necessity for a new position due to operational demands or unforeseen circumstances.
2. **\*\*Proposal Development\*\***: A proposal is prepared outlining the role, responsibilities, and justification for the position, including how it aligns with the town's strategic goals.
3. **\*\*Budget Amendment\*\***: Since the position is unbudgeted, a budget amendment is required. This involves reallocating funds or identifying new revenue sources to cover the associated costs. For instance, Resolution No. 2024-29 demonstrates the town's procedure for amending its budget to accommodate new financial requirements. ([loxgroveswcd.org][1])
4. **\*\*Town Council Approval\*\***: The proposed budget amendment is presented to the Town Council for review and approval. This step ensures transparency and adherence to fiscal policies.
5. **\*\*Conditional Hiring\*\***: Employment offers for such positions are typically made contingent upon the successful approval of the budget amendment and inclusion in the upcoming fiscal year's budget.

### ### Oversight and Compliance

The Town Manager, serving as the administrative head of the municipal government, oversees this process under the direction and supervision of the Town Council. This structure ensures that any additions to staffing are made judiciously, maintaining the town's commitment to fiscal responsibility.

For more detailed information or specific inquiries, you may contact the Town Clerk's Office or the Human Resources Department through the town's official website: [Loxahatchee Groves Official Website](https://www.loxahatcheegrovesfl.gov/).

[1]: [https://loxgroveswcd.org/wp-content/uploads/2024/08/Resolution-No-2024-29-signed.pdf?utm\\_source=chatgpt.com](https://loxgroveswcd.org/wp-content/uploads/2024/08/Resolution-No-2024-29-signed.pdf?utm_source=chatgpt.com) "[PDF] town of loxahatchee groves - resolution no. 2024-29"

## TOWN OF LOXAHATCHEE GROVES

## RESOLUTION NO. 2022-73

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH FRANCINE RAMAGLIA AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on June 21, 2022, the Town Council of the Town of Loxahatchee Groves ("Town") selected Interim Town Manager, Francine Ramaglia, for the position of Town Manager; and

**WHEREAS**, Ms. Ramaglia desires to accept the position of Town Manager under certain terms and conditions; and

**WHEREAS**, the Town and Ms. Ramaglia desire to enter into an Employment Agreement setting forth the terms of Ms. Ramaglia's employment as Town Manager; and

**WHEREAS**, pursuant to Section 4(3)(a) of the Town's Charter, the Town Manager shall be appointed by Resolution approving an employment contract.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Employment Agreement for Town Manager with Ms. Ramaglia, attached to this Resolution as Exhibit "A".

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

Council Member Maniglia offered the foregoing resolution. Council Member Sherrag seconded the motion, and upon being put to a vote, the vote was as follows:

|                                 | <u>Aye</u>                          | <u>Nay</u>               | <u>Absent</u>            |
|---------------------------------|-------------------------------------|--------------------------|--------------------------|
| Robert Shorr, MAYOR             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Laura Danowski, VICE MAYOR      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Margaret Herzog, COUNCIL MEMBER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marianne Miles, COUNCIL MEMBER  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Resolution No. 2022 -73

Phillis Maniglia, COUNCIL MEMBER

☒ ☐ ☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, THIS 4<sup>th</sup> DAY OF October, 2022.

TOWN OF LOXAHATCHEE GROVES  
FLORIDA

ATTEST:

  
Lakisha Burch, Town Clerk

  
Robert Shorr, Mayor

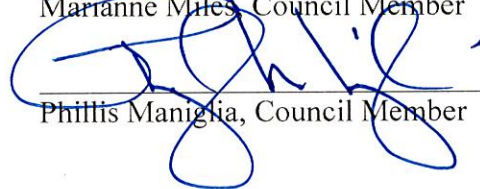
  
Laura Danowski, Vice Mayor

  
Margaret Herzog, Council Member

APPROVED AS TO LEGAL FORM:

  
Office of the Town Attorney

  
Marianne Miles, Council Member

  
Phillis Maniglia, Council Member

## EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND FRANCINE L. RAMAGLIA FOR TOWN MANAGER

THIS AGREEMENT is made and entered between FRANCINE RAMAGLIA ("EMPLOYEE" or "MANAGER") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Town Manager Agreement ("Agreement");

WHEREAS, the EMPLOYEE was initially hired by the TOWN on August 8, 2018 as the Assistant Town Manager;

WHEREAS, at the time of hire, EMPLOYEE received an Employment Letter (2018 Employment Letter) that set forth certain compensation and other monetary benefits, some of which have since been modified;

WHEREAS, on May 3, 2022, the Council approved EMPLOYEE to be appointed temporarily to the role of Interim Town Manager and the Parties entered into an Employment Agreement for Interim Town Manager on June 7, 2022;

WHEREAS, on June 21, 2022, the Council competitively selected EMPLOYEE to be appointed to the role of Town Manager and directed an Employment Agreement be prepared;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

### I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE

Pursuant to Article 4 - Administrative Section (3) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Manager who is the Chief Administrative Officer of the TOWN and as such shall direct and supervise the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time, exempt Town Manager and EMPLOYEE hereby accepts such employment.

### II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the five-member Council and shall perform the functions and duties of the Town Manager as provided in the Policies and Procedures of Town, as provided by Florida Law, the Palm Beach County Code of Ethics, the Town's Charter and Code of Ordinances, the direction of the Council, and as mutually agreed to by the MANAGER and TOWN from time to time, as well as the functions and duties of the Chief Administrative Officer of the Loxahatchee Groves Water Control District.

The MANAGER shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Manager as determined by the Town Council. The Town Council shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the TOWN and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the TOWN in accordance with applicable laws, policies, practices and rules.

The MANAGER agrees to devote all time necessary to perform the duties of the position. It is recognized that the MANAGER must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end MANAGER shall be allowed to establish an appropriate work schedule.

### III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing or consulting performed during the MANAGER's time off not in excess of an average of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes and with specific written notice given to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

### IV. TERM

- A. The Term of this Agreement for employment in the Town Manager position shall begin on October 5, 2022 and remain in effect through and including September 30, 2025, unless earlier terminated as provided in Section IX.

At least one hundred and twenty days (120) prior to the expiration of this Agreement and the Term, MANAGER shall notify each member of the Town Council in writing of the MANAGER's intentions for future employment beyond the expiration of this Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of MANAGER or remove her from the position of Town Manager at any time, subject only to the provisions set forth in Section IX herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section IX herein below.

### V. COMPENSATION

- A. Base Salary. TOWN agrees to pay MANAGER for services rendered as the Town Manager at the base annual salary of \$133,500.00 during the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

The TOWN may, at any time, increase the Base Salary to the MANAGER, as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase. MANAGER shall be awarded any cost of living or any other across-the-board increases provided to other TOWN employees without specific approval of a majority of the Town Council in attendance at the meeting.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

- B. Benefits.

1. Paid Time Off: MANAGER shall accrue Paid Time Off (PTO) at a rate of 180 hours per year, which shall accrue bi-weekly. Notwithstanding any conflicting provision in the Human Resources Policy Manual, as amended from time to time, MANAGER shall be permitted to carry over 360 hours from one fiscal year to the next ("Carry Over Amount"). All accrued and unused PTO shall be paid upon separation of employment, regardless of the reason for separation, including death as noted below.

MANAGER shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Manager shall notify all Town Councilmembers in writing of the absence.



In the event TOWN approves policies for all employees providing for PTO Buy Back or Serious Illness Leave Bank, MANAGER shall be permitted to participate under the same terms and conditions with the exception that the Carry Over Amount referenced in such policies shall be superseded by the Carry Over Amount set forth herein.

2. Holidays: MANAGER shall be entitled to the same paid holidays granted to the TOWN's employees.
3. Management Leave: Notwithstanding the designation of the MANAGER in the current version of the Management Leave Policy, MANAGER shall not be provided Management Leave. However, if the Town Council approves to continue and/or update the Management Leave Policy of the Human Resources Policy Manual to specifically include MANAGER, MANAGER shall be provided and use leave as set forth in the revised Human Resources Policy Manual.
4. Insurance: The MANAGER declines Health Insurance through the TOWN's existing program. However, the MANAGER, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's, Dental Insurance Program, Vision Care Program, Short- and Long-term Disability Program, and other insurance benefits that may be offered in the same manner and under the same terms and conditions as other TOWN employees, as the same exists or may be amended from time to time by the TOWN in its sole discretion. The MANAGER reserves the ability to revisit inclusion in the Health Insurance Program should a qualifying event occur.
5. Retirement/Deferred Compensation: During the Term, MANAGER shall continue participation in the Florida Retirement System (FRS) at the Senior Management Service Class. EMPLOYEE represents that the TOWN and FRS have properly designated the Town Manager position as Senior Management Service Class.
6. Life Insurance: Effective January 1, 2023, the TOWN shall provide a term life insurance policy for the Town Manager in an amount equal to one times Base Salary, or any amount as provided for all or any other employees, whichever is greater. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Manager. This term life insurance coverage will only be effective during the Term of this Agreement.
7. Travel and Subsistence: The Town Manager will be reimbursed for work-related mileage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to MANAGER's professional development.

MANAGER further agrees to ensure that the vehicle she uses for business purposes is properly insured for business use and provide documentation of same to the TOWN.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than MANAGER's Base Salary then in effect.

8. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the MANAGER for the purpose of allowing her participation in direct job-related associations, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the TOWN will pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations, subject to budget constraints and Town Council approval.

9. Professional Development: TOWN agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and TOWN policies) for MANAGER'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to MANAGER's position and/or necessary to meet continuing education requirements, subject to budget constraints and Town Council approval, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, the state municipal association conferences and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.
10. Additional Benefits: Said further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the MANAGER. The TOWN may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so in accordance with applicable law. To the extent any Benefit is not specifically listed herein to which MANAGER is presently eligible under the Town's Human Resources Policy Manual, MANAGER shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.
11. Telecommunications/Technical Equipment: The TOWN will provide the MANAGER with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including cellular telephone, tablet, and/or personal computer(s).

#### VI. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If MANAGER separates from employment for any reason under Section IX, she shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(B)(1). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.
- B. Severance Pay.
  1. Termination Without Cause. If MANAGER is terminated Without Cause prior to April 1, 2023 she shall be eligible to receive Severance Pay equal to 12 weeks of the gross Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). If MANAGER is terminated Without Cause on or after April 1, 2023 she shall be eligible to receive Severance Pay equal to 20 weeks of the gross Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by MANAGER in favor of TOWN in a lump sum payment, less applicable taxes, withholdings and other required deductions.
  2. Termination With Cause. MANAGER shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
  3. Resignation by MANAGER. MANAGER shall not be eligible for or receive Severance Pay and TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.

4. Expiration of Term. MANAGER shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time, if any, within 15 days of the separation date.
5. Death. MANAGER, or her heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, to designated beneficiary within 15 days of the separation date

## VII. PERFORMANCE EVALUATION

Because the Town Council may review MANAGER's Base Salary at any time, MANAGER is not subject to an individual formal performance evaluation. However, MANAGER shall organize, schedule and facilitate an Organizational Review on or before July 1 of each year during the Term to better evaluate overall effectiveness of the Town's operations prior to budgeting for the next fiscal year.

As a result of this process and through the budget, the TOWN and MANAGER will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the Town and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

## VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.

## IX. SEPARATION FROM TOWN

### A. Termination by TOWN Without Cause.

1. MANAGER shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement without cause. At its sole discretion, during the notice period, TOWN may require the MANAGER to cease or limit the work performed on TOWN matters.
2. Following notice to MANAGER set forth in IX.A.1 above, TOWN may terminate MANAGER and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.
3. In the event the Town Council determines, in its sole discretion, MANAGER and this Agreement shall be terminated Without Cause at any time during the Term of this Agreement, MANAGER shall be eligible for Severance Pay as described in Section VI. Upon the MANAGER's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file without impacting the Severance Pay as described in Section VI(B)(1) for a Termination Without Cause.
4. The TOWN's termination of MANAGER Without Cause shall be final and non-appealable and operates as termination of this Agreement.

### B. Termination by TOWN With Cause.

1. TOWN may terminate MANAGER and this Agreement With Cause, in its sole discretion, as provided herein during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council. Any written notice issued to MANAGER shall describe the actions claimed by the TOWN constituting such grounds and the

effective date of the termination. Any such notice shall be issued as soon as practicable after the vote of the Council of its intent to terminate With Cause.

2. "With Cause" is defined as termination based upon any of the following actions by the MANAGER:
  - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager duties and responsibilities;
  - b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
  - c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
  - d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other TOWN MANAGER to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
  - e. The commission of any fraudulent act against the interest of the TOWN;
  - f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute;
  - g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the International City/County Management Association Code of Ethics;
  - h. failure to return from an approved leave of absence; or,
  - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

MANAGER shall not be subject to Termination With Cause for the actions or inactions over which the MANAGER had no knowledge, authority or control and which occurred prior to June 10, 2022.

5. In the event of Termination With Cause, MANAGER shall not be eligible for Severance Pay as described in Section VI.
6. The TOWN's termination of MANAGER and this Agreement With Cause shall be final and nonappealable.

C. Resignation by MANAGER.

1. MANAGER may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require MANAGER to cease or limit the work performed on TOWN matters, during which time MANAGER is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 60 days from the date of the notice, whichever occurs earlier.
2. In the event of resignation, MANAGER shall not be eligible for Severance Pay as described in Section VI.

D. Expiration of Term.

1. At the expiration of the Term, MANAGER's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.
2. In the event of expiration of the term, MANAGER shall not be eligible for Severance Pay as described in Section VI.

E. Death.

1. This Agreement, the Term, and MANAGER's employment shall terminate automatically upon the MANAGER's death.
2. In the event of death, MANAGER shall not be eligible for Severance Pay as described in Section VI.

F. Post-Termination Name Clearing Meeting.

MANAGER may avail herself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name-Clearing process is not an appeal of the termination decision and the Town Council is not required to consider reinstatement. The process is designed to allow the MANAGER to present information in the public record regarding the information forming the basis of the termination.

G. Return of Town Property.

Upon termination of the Town Manager's employment whether voluntary, with cause or without cause, or otherwise, the Town Manager shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, passwords, documents and any other property of the TOWN in the Town Manager's possession or control.

## X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written (including the "Employment Letter" dated August 8, 2018 in its entirety and the Interim Town Manager Employment Agreement), and all other communication between the parties relating to the subject matter of this Agreement.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the MANAGER except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- F. Failure of the TOWN to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to



bear its own attorneys' fees and costs, up through and including any appellate action. MANAGER expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

- J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
ATTN: Mayor  
Town Attorney

TO: Francine L. Ramaglia  
address on record in  
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 4<sup>th</sup> day of October, 2022.

TOWN OF LOXAHATCHEE GROVES

MANAGER

BY:



ROBERT SHORR, MAYOR



FRANCINE L. RAMAGLIA

ATTEST:

Approved as to form and legal sufficiency:



Lakisha Q. Burch, Town Clerk



Office of the Town Attorney

## Town of Loxahatchee Groves

### Quarterly Human Resources Activity Report

Reporting Period: January 1 – March 31, 2025

Prepared by: Town Manager's Office / HR Coordinator

Date Submitted: April 16, 2025

#### I. Overview

This quarterly HR report summarizes personnel actions, recruitment efforts, training and development, employee benefits, and policy updates. The information reflects activity from October 1, 2024 to March 31, 2025. Temp/part time positions filled to compensate for vacant positions and increased workloads. Additional budget positions in code are moving from part time to full time depending on budget amendment and additional temp to FT permit tech (which is funded by building permit revenues) also depends on budget amendment. The employment letters for each of these positions state that they are dependent on budget amendment as well as inclusion in the upcoming budget for FY 26.

#### II. Staffing Snapshot

| Category                   | Adopted FY25 Budget | As of Dec 31, 2024 | As of Mar 31, 2025* (April 18 <sup>th</sup> ) | Change |
|----------------------------|---------------------|--------------------|-----------------------------------------------|--------|
| Full-Time Employees        | 20                  | 18                 | 21                                            | +1     |
| Part-Time / Temp Employees | 6                   | 8                  | 9                                             | +1     |
| Vacant Positions           | 2                   | 2                  | -1                                            | -3     |
| Contracted Positions       | 1                   | 1                  | 1                                             | 0      |

#### III. Recruitment & Hiring Activity

| Position                           | Status        | Posting Date | Hire Date  | Notes                                               |
|------------------------------------|---------------|--------------|------------|-----------------------------------------------------|
| Public Works Operator II           | Filled        | 10/01/2024   | 10/31/2024 | Promoted from within                                |
| Event Coordinator                  | Filled (Temp) | N/A          | October    | Brought on to coordinate VA parade and other events |
| Temporary Clerk/Project assistance | Filled (Temp) | N/A          | 12/17/2024 | Rehired event planner from earlier in year          |
| Public Service Worker II           | Filled        | Ongoing      | 1/13/2025  |                                                     |

|                             |               |            |           |                                                             |
|-----------------------------|---------------|------------|-----------|-------------------------------------------------------------|
| General Service Worker      | Filled        | Ongoing    | 1/7/2025  |                                                             |
| Temporary Public Works help | Filled (Temp) | N/A        | 1/21/2025 | Hired as part time scanner position – moved to Public Works |
| Administrative Assistant    | In Process    | 03/15/2025 | TBD       |                                                             |
| Community Standards Manager | Filled        | N/A        | 4/2/2025* | Pending direction based on upcoming budget                  |
| Planning/Permit Technician  | Filled        | 3/15/2025  | 4/3/2025* | Promoted temporary position to full time                    |
| Temporary Clerk Assistance  | Filled (Temp) | N/A        | 4/3/2025* | Minutes                                                     |
| Code Officer                | Filled        | 3/15/2025  | 5/6/2025* | Full time Code officer                                      |

\*See note above with respect to budget amendment required and direction/inclusion in FY 26 budget

#### IV. Training & Development

| Training Topic                         | Date       | Participants  | Provider                        | Notes                                               |
|----------------------------------------|------------|---------------|---------------------------------|-----------------------------------------------------|
| Wellness Bingo/ HR Manual overview     | 10/23.2024 | All Employees | Gehring Group/Internal Document |                                                     |
| Stress Less Campaign/ Holiday Luncheon | December   | All Employees | Gehring Group                   |                                                     |
| Open Enrollment                        | 12/4/2024  | All Employees | Gehering Group                  | Insurance Presentation                              |
| Sexual Harassment Prevention           | 12/16/2025 | Public Works  | League of Cities Webinar        |                                                     |
| Surveillance Awareness                 | 1/16/25    | All Employees | Online FEMA training            |                                                     |
| Effective Communication in Emergencies | 2/20/2025  |               | Online FEMA training            | Heart Health information from Gehring Group as well |
| Tractor Safety                         | 2/13/2025  | Public Works  | FLC                             |                                                     |
| Fleet Safety                           | 03/13/2025 | Pubic Works   | FLC                             |                                                     |
| Active Shooter Awareness               | 3/20/2025  | All Employee  | Online FEMA Training            |                                                     |



## V. Employee Benefits & Administration

- Open Enrollment: Completed December 12<sup>th</sup>, 2024 – all eligible employees enrolled. No changes to provider.
- Workers' Comp: 0 reportable incidents this quarter.
- Health Insurance Participation Rate: 100% of full-time staff enrolled (except Town Manager for whom insurance is not funded).

## VI. Performance & Compliance

| Activity             | Q1 / Q2 Update             |
|----------------------|----------------------------|
| Annual Evaluations   | 100% completed by March 31 |
| Disciplinary Actions | 0 formal actions taken     |
|                      |                            |

## VII. Projects in Progress (Q3 Outlook)

- onboarding of 3 new employees
- Continued advertising for Executive Assistant/Legal Secretary
- Setting up one on one meetings with each employee for mid-year check in
- Potential upcoming trainings this quarter: Storm Prep and Hurricane Response and Stop the Bleed from Florida League of Cities

## VIII. Summary

The first two quarters focused on hiring stabilization and staff trainings.

**TOWN OF LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMORANDUM**

**TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES**  
**FROM: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER**  
**DATE: TUESDAY, JUNE 03, 2025**  
**SUBJECT: SUPPLEMENT INFORMATION FOR ITEM 18 – TRANSCRIPT**

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**PARTIAL TRANSCRIPT FROM THE MAY 13<sup>TH</sup> TOWN COUNCIL MEETING**

**Councilmember El-Ramey:** So my ask was to put on—it's on the agenda from the May 6<sup>th</sup> discussion item. There is no page but we're still on that same number because that's where my request got stuck. Council discussed on March 18<sup>th</sup>: No late agendas and other things and having consequences to those things not being met for our discussion. And then it came up again on April 1<sup>st</sup> because these things continue to be late so I reviewed what our policy is in our HR manual for disciplinary action and if we're gonna proceed with the Town Manager's contract, I think these are important things. And I created a list to receive and file on issues that I have seen just since I got here on March 16<sup>th</sup> and my big concern of setting performance standards, goals, and targets to meet and disciplinary actions that go along with that. So I'd like to hand out what I brought with me and I also made additional copies so we can receive and file.

**Councilmember Maniglia:** I have a question for councilmember El-Ramey.

**Mayor Kane:** go ahead Phillis.

**Councilmember Maniglia:** So who did you do your research with? Was it Glen Torcivia or are you doing research with another attorney?

**Councilmember El-Ramey:** No, this is my research and my basic observations.

**Councilmember Maniglia:** Well you're talking about staff so I would imagine you would get with the Town Attorney.

**Councilmember El-Ramey:** I never said anything about staff. I said the Town Manager's performance. This is based on agenda items begin late. Some of these in concerns of the public that people have brought forward to meetings. This is basically everything that has happened in public meetings that's on my list.

**Councilmember Maniglia:** Okay well, there's a lot of things that happen in public meetings and people say a lot of things but you don't have any backup. Do you have backup?

**Councilmember El-Ramey:** Yeah, I do.

**Councilmember Maniglia:** I'd like to know where you did your research and got your information.

**Councilmember El-Ramey:** Can we receive and file my list?

**Mayor Kane:** Sure.

**Councilmember Maniglia:** Can you guys please email that to me?

**Councilmember El-Ramey:** So when we get to disciplinary action, we discussed that these agendas would not be later. Meetings would not be advertised without a certain amount of time. I had asked at the previous meeting that we also do a resolution for those meeting deadlines to be advertised but in our HR manual, we have type of discipline, beginning with verbal warnings, a written reprimand, a suspension without pay and then it talks about terminations. I think that this should be if this is the standard for employees, it should be for the Town Manager as well. So I think as this is not anything necessarily to discuss tonight but I wanted my concerns to be shared and I wanted to discuss what is in our own HR manual as part of your negotiations if that's what's going to be happening. So that was that. And then based on my discussion item, I also had concerns about the spending that I know I was on Council when we increased the spending limits to \$25,000. That was during COVID. Lots of things were going up very rapidly. Every single agenda, we saw tons of spending thresholds that had to be approved so I would like to see any spending because one of my concerns here on this list was that we hired a lobbyist. I can find no evidence of Council publicly discussing hiring additional lobbyists for the Town. And I can find no discussion publicly of the Southern Boulevard Corridor being the focus. So I would like to see any of this type of spending at least coming forward by resolution. That's my item so thank you.

**Councilmember Maniglia:** I'm a no... I mean are we taking consensus on this?

**Mayor Kane:** What I think Lisa is asking is to put a punishment section of discussion onto the next agenda and for us to all consider this and how we're going to punish everybody for being human.

**Councilmember Maniglia:** Yeah, I'm a no. I'm a no.

**Mayor Kane:** Well when it comes up for discussion, you'll have an opportunity to state your opinion as will Paul and Marge. And that this is just a list that's just being handed out and spread far and wide so that we can continue on the course

**Councilmember Maniglia:** Well I think you need to add legal to that list because many times the agenda is late—

**Mayor Kane:** Would you like to put on the next agenda "Discussion of legal"?

**Councilmember Maniglia:** Hell yeah!

**Mayor Kane:** Okay great we'll put that on there too. Can you add that please Francine. Are you done with your discussion item, Lisa?

**Councilmember El-Ramey:** Yes, thank you.

**Councilmember Maniglia:** I want footnotes. If somebody's gonna give us stuff, I want to know exactly where they're getting their information from if its not coming from our Town Hall, legal or other reliable sources.

**Mayor Kane:** We're on to Town Staff Comments.

**Town Manager Ramaglia:** I'm very happy to have this list and I will go over it with all the staff tomorrow, and we'll try to put together some responses. But because it's so vague and generic, it will be difficult to be able to give really the proper attention and discussion of each of those items. The other thing is I have requested to meet with Council Member El-Ramey since she just started running for election, and to date she has not wanted to meet with me or with any of my staff, nor has she talked to me in any meaningful way. I have received emails—some of them reprimanding, some of them, um, accusatory. Email is not the best way to communicate, and broad statements are never easy to answer definitively. But we will do our best to do that, and I absolutely welcome any visit to discuss any item. I will meet with absolutely any member of the public to talk about any of these items. And I think the whole staff would be willing to do that.

Additionally, my contract was written with an organizational review in there, and that organizational review is a process—it is not a one-person standing-alone pass or fail. It is, how did the organization do as a whole? And one of the big things that we've done every year is we've used the whiteboards, and we've gone up there, and we've had Council do tallies, and we've done all kinds of different things with capital projects—because we didn't want anybody to feel, um, pressure, but we still wanted to be able to have priorities.

So we have done the best that we could over all these years. Um, I would definitely like to see things be more on time, but it is not always possible to be more on time. One of the agendas that we're talking about went out at 7:42 on the Wednesday night—we did get it out at 4:30 or a little bit before that last week, so that was a good thing.

With regard to some of the comments made here tonight about our financials—we have done exceedingly well financially for the last several years, and we have used fund balance to keep the rates from going up. We have not had any rate increases for seven years. Everyone around us has had rate increases. I'm not saying I want rate increases—I'm thankful to God that we have had the

man from heaven from the county, from the state, from the federal government, and through the recent appropriations. But all of that looks like it's going away.

The statements that were made with regard to our spending—I do think it's important for you all to know that some of the information that you got tonight was not accurate. And so for the record, I do wish to go ahead and give you accurate information on the financials. Last week, I sent you the same presentation that was simplified into two pages to go over with facts that they did not listen to or did not want to hear.

But, um, as of March, the General Fund is performing quite well. Revenues are ahead of budget by \$570,000—we're 26% ahead of the budget at the 50% mark of the year. That's because we get taxes early on. Expenditures are under budget by \$371,000, or 17%. A lot of times you spend slower in the beginning of the year and you spend faster towards the end of the year. But nonetheless, right at this point—midyear—we are \$941,000 ahead of budget.

We do anticipate narrowing this margin and being closer to the budget as the year progresses and expenditures are incurred.

Regarding capital improvements that we heard about earlier tonight—we absolutely have a slower pace than we wish to have. The number one biggest problem for last year and straddling into this year was getting easements for the paving projects and the drainage projects. This year in the fall, we had a significant disruption to our Public Works schedule due to storm response and recovery efforts that have continued to be ongoing—and we're just finishing up some of them right now.

We're in the process of working with FEMA, and we are very lucky because we're not just getting the A and B category—we're getting the D category, which means the mitigation that we're actually fixing things after the storm to make them preventative of future damage in years to come.

For Public Works, spending is relatively in line with expectations, even though they've been delayed with some of the storm cleanup. Um, their revenues are 5% ahead and expenditures are about 11% over. Again, we do anticipate some FEMA reimbursements.

And lest I forget, we just awarded a bid that will likely be several million dollars and spend our state appropriations for drainage projects. Most of it will be culverts and replacements that have been in the capital plan for the last several years.

Solid Waste revenues, as of right now, are ahead by 55%. Expenditures are 26% over budget at midyear. I think maybe some of the hurricane cleanup is in there—but I don't know. We haven't finished a midyear audit at this point. But typically these balance out as we get closer to year-end.

Transportation and surtax fund are both lagging in revenue and spending. These are the primary sources for our capital programs, and we're closely monitoring them. As you know, the surtax is sunseting before the end of this year. Hopefully we will have it through December—but we may not. It depends how much is collected and distributed.

Those were the funds that we used to fund our capital and maintenance. So our future capital investment capacity is down.

You know what—it's really important to look to save pennies, because pennies turn into dimes, and dimes turn into dollars.

But what we have done here is we have shifted an organization from chaos to culture. And the culture that we have here is a very committed culture. There is not a person here who is not a professional.

You have three city managers, including me, on your staff. We don't pay them at city manager values—and you don't pay me at a city manager value. We are here because we can help.

You have two attorneys on staff—they are not paid as attorneys. They are here because they can help. We have two certified planners on the staff—they are not paid as certified planners.

You might be noticing that we took in the building, and we took it away from contractors who weren't getting the job done, who didn't collect the right amount of money. We also took the code enforcement back.

We do have a very hard time hiring people—you know, you might know that. It's not really easy to do work out here. I believe one of our Council people did it before. It's not the easiest—not the easiest at all. And certainly not for code enforcement, because you can't see anything from the road. The stuff that people give you, you have to be able to confirm. It's not suburban code enforcement. Most people aren't really, you know, up to what we have to do here.

I do agree with the processing of FDs—it's way too high. We're putting out a bid—a new bid—for development services, because we can no longer use the engineers that we changed to when the last set that were doing them were complained about. This is an age-old problem.

We had an offer from an engineer to do the work for \$100,000. It's all cost recovery—we can't take that offer. We're putting it out for bid, and we're going to get back and bring it to you so you can see how we can maybe do the FDs faster, better, cheaper.

But all in all, we have pivoted this place from where it was to where it is.

And you know, I've noticed a trend here for the 20 years—it's always the manager's fault. It's always a problem with code enforcement. It's always a problem with something somebody said. But if we start listening to stories instead of looking at facts, we're always going to be right where we are.

And I'm really, really proud of the work that this team has done. And I really, really, really appreciate the family environment that has been built here. And we don't all agree—and that's why you get a better result.

So I'm happy to answer any accusations, but, you know, they have to be a little bit better than this vagary. And additionally, I think punishment is for bad children—and there aren't bad children here at all.

So I look forward to, um, a little bit more conversation about this with Council Member El Ramy, if she wishes to speak with me. And again, I've invited everybody in to talk to me about my contract.

I'm very, very happy to talk to you about my contract. I wrote it a number of years ago with this day in mind—because this is what happens. That's why there is no public performance evaluation in my contract—because all somebody has to do is say something and all of a sudden it's true.

So I learned something a long time ago—people can say anything they want. That doesn't make it true. The work we do here—it speaks for itself.

And I'm sorry I took so much time—long time in coming that I'm saying it. I do believe in the high road. Hopefully you understand what I said tonight is me on the high road. I have a whole lot of other things I can say—but I won't, because that's not who I am.

Thank you very much.

The budget is not approved for June 2nd or June 6th. The, um, legislative session is extended now until June 30th. For June 3rd, we have asked the lobbyists to be able to be available in the meeting on Zoom so we could discuss it.

And, um, if we do need to have a conversation in public about this, then I will have all of our staff seated at the table to answer for this—because nobody here is a success or a failure on their own. It's a team.

Thank you.

*Councilmember Lisa El-Ramey's Comments*

**Councilmember El-Ramey:** So to clarify, I don't care who the manager is. The Town Council has failed to bring forward a performance standard and targets for the Town Manager historically. Um, I think that if disciplinary actions need to be spelled out, then they need to be spelled out. They're right there in our HR manual for our employees that they have to live by.

Uh, it has been my goal since running for this Council to—to serve in—in a way that did bring accountability to Council, to hold any manager accountable.

I have chosen not to meet with the Town Manager to date because I prefer to have things in writing, and I prefer to have things spoken out here in the public.

And, um, I don't think anybody thinks I'm uninformed. So if anybody thinks I'm uninformed, please share. But, um, I will continue to take the tact I've taken, and, uh, I—I think that, uh, I bring plenty of, uh, positivity to this day. So thank you.



155 F Road Loxahatchee Groves, FL 33470

**TO: Mayor and Town Council**

**FROM: Francine Ramaglia, Town Manager**

**DATE: June 3, 2025**

**SUBJECT: Discussion on Town Attorney's Contract and Analysis of Legal Fees**

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**Background:**

At the May 13, 2025, Town Council meeting, Councilmember Maniglia requested to add to the June 3, 2025, Town Council Regular meeting agenda the Discussion on Town Attorney's Contract and Legal Fees.

The backup for this item includes the following:

- Analysis of Legal Fees from Mr. Torcivia
- Resolution No. 2029-49 and Agreement
- Resolution No. 2023-52 and First Amendment to the Agreement

**Recommendations:**

N/A



**TORCIVIA, DONLON,  
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CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke  
Elizabeth V. Lenihan\*  
Ruth A. Holmes  
Ben Saver  
Tanya M. Earley  
Amelia Jadoo  
Daniel Harrell, Of Counsel

May 20, 2025

***VIA ELECTRONIC MAIL ONLY***

Mayor and Town Council  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470

RE: Analysis of Legal Fees

Dear Mayor and Town Council:

In accordance with your request, the following is an analysis of legal fees expended by the Town of Loxahatchee Groves along with a comparison of legal fees for other municipalities which our firm represents as City Attorney, and suggestions on how to reduce fees.

**Part I - Analysis of General Fees, by Category, Expended from October 1, 2024 through March 31, 2025**

| <b>Projects</b>              | <b>10/1/24 – 3/31/25</b> |
|------------------------------|--------------------------|
| Trees (Article 87 & Removal) | \$5,591.37               |
| Civil Citations              | \$3,630.76               |
| Culverts                     | \$3,558.14               |
| 1300 D Road                  | \$1,282.87               |
| Livestock Waste              | \$12,925.48              |
| Water Control Plan           | \$6,704.80               |
| School Zone/Redspeed         | \$3,705.80               |
| WAGFLO                       | \$4,284.29               |
| Sign Code                    | \$9,343.14               |

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| <b>Projects</b>               | <b>10/1/24 – 3/31/25</b> |
|-------------------------------|--------------------------|
| ULDC                          | \$1,645.94               |
| Solid Waste                   | \$1,452.31               |
| Fireworks                     | \$1,379.69               |
| Charter                       | \$919.79                 |
| Priorities (added March 2025) | \$3,340.29               |

**Part II – Analysis of Legal Fees expended by the Town by fiscal year since October 1, 2020:**

October 1, 2020 to September 30, 2021 – \$196,267.00  
 October 1, 2021 to September 30, 2022 – \$296,061.00<sup>1</sup>  
 October 1, 2022 to September 30, 2023 – \$410,236.00  
 October 1, 2023 to September 30, 2024 – \$388,267.00  
 October 1, 2024 to March 31, 2025 - \$292,170.26

This is how much time our Firm provided to the Town of Loxahatchee Groves from October 1, 2024 through March 31, 2025 without charging for those services:

|               | Hours      | Not Billed         |
|---------------|------------|--------------------|
| October 2024  | 23.7       | \$5,747.25         |
| November 2024 | 20.5       | \$4,971.25         |
| December 2024 | 17.4       | \$4,219.50         |
| January 2025  | 32.9       | \$7,978.25         |
| February 2025 | 27.2       | \$6,596.00         |
| March 2025    | 61.3       | \$14,865.25        |
| <b>TOTAL:</b> | <b>183</b> | <b>\$44,377.50</b> |

**Part III. Comparison of Legal Fees for October 1, 2023 to September 30, 2024 for several of the clients that our Firm serves as City/Town/Village Attorney**

The category of general government includes attending Commission meetings, Advisory Board meetings (i.e., Planning and Zoning), communications with City Manager and Staff, land use, drafting ordinances, resolutions and contracts, purchasing, procurement, and agenda items. This category is included for all municipalities listed.

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<sup>1</sup> Francine Ramaglia became the Interim Town Manager in May, 2022 and Town Manager on October 4, 2022.

| <b>City/Town/Village</b> | <b>Population<sup>2</sup></b> | <b>Additional Services Provided by Each Municipality</b>                                                                                                                        | <b>Fees</b>         |
|--------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Belle Glade              | 20,000                        | CRA; Parks & Recreation; Campground and Marina; Municipal Solid Waste & Recycling; Facilities Maintenance & Garage; Municipal Golf Course; Museum; Passports; Municipal Airport | Less than \$200,000 |
| Greenacres               | 43,990                        | Fire Rescue; Parks & Recreation; K-12 After School Programs including transportation; Youth Camps; Passports; Stormwater Management                                             | Less than \$200,000 |
| Highland Beach           | 4,200                         | Police Dept. (including Marine Patrol Unit); Fire Rescue (including construction of new Fire Rescue building); Municipal Library; Water Utility                                 | Less than \$200,000 |
| Loxahatchee Groves       | 3,400                         | Water Management including drainage and canals                                                                                                                                  | \$403,228.67        |
| Palm Springs             | 26,890                        | Police Dept.; Municipal Library; CRA; Parks & Recreation, Water Utility; Youth Camps; Senior Programs; Stormwater Management                                                    | Less than \$200,000 |

#### **Part IV. Increase in Attorney's Fees compared to Increase in Staff Salaries**

As you can see, our legal fees have significantly increased from fiscal year 2022 to fiscal year 2024. In 2022, our legal fees had increased from \$196,267 in the prior year to \$296,061 in the FY 22 year. In both of the next two (2) fiscal years, 2023 and 2024, our fees increased to approximately \$400,000 each year. The increase from the FY 22 fees to the FY 24 fees was approximately 30%. During the same time frame, staff salaries went from \$1.318 million to \$2.067 million which was a 62% increase in salaries (see attached). As you can see, the rate of increase

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<sup>2</sup> As reflected in the Palm Beach County League of Cities Membership Directory.

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in legal fees has been about one half of the increase in staff salaries.

Many of you have heard the Town Manager state that she has been trying to clean up twenty (20) years of backed up work. Those efforts are reflected in the increase in both staff and attorneys costs. As the Town Manager wrote, in a January 9, 2025 email to Councilwoman Maniglia, "I will say that we do use our attorney more than many other cities as we do not have the level of staff—in numbers or level of expertise— or even just the physical time to write and/or address the numerous issues that the Town faces as well as the bottleneck of "righting the past" and of course the volleyball that generally has us looking at the same issues multiple times to no avail."

As I believe you are all aware, attorneys' fees are driven primarily by assignments from the Town Manager. Occasionally, there are assignments from the Council such as drafting a certain ordinance but the vast majority of your expenses on attorneys' fees are through assignments from the Manager.

#### **Part V. Suggestions for Reduction of Fees**

As the Town Manager noted, many issues seem to go unresolved for many years. The delay in resolution may be for a variety of reasons, such as for the matter to return to Council numerous times with changes, for seeking review and comments from outside consultants and/or staff on each revised draft, for scheduling before an advisory board, for providing a draft that is ready for Council consideration, or for changes in direction or prioritization. When items are not completed in a timely manner, there is always an increase in cost, both in staff time and attorneys' fees, in re-engaging on a topic that may have had no activity for many months. One suggestion would be to establish deadlines by which projects should be completed and scheduling additional deadlines if the project needs more work after its initial deadline.

Another suggestion would be to prioritize projects. You have often heard discussions about there are too many priorities, too many issues that the Town is trying to tackle all at once. This often leads to many items not being completed; as soon as one priority gains momentum, another priority seems to overtake it and puts the first priority on the back shelf. For this reason, establishing deadlines and prioritizing projects have to work together.

A third suggestion would be to not have contracts prepared by staff and then sent to us for review. It would be much more efficient to simply provide us with the necessary information and have us draft the contract.

A fourth suggestion would be to instruct that agenda items are provided to our office in a timely manner. Attached is the Town's "Deadlines for Agenda Items/Agenda Publication" document. Rarely do we receive items to review in accordance with the Town's policy. We are often provided items to review a day or two prior to agenda publication.

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I trust that the above is of assistance to you and look forward to working with you to provide excellent legal services in the most cost effective manner.

Sincerely,

A handwritten signature in blue ink, reading "Glen J. Torcivia". The signature is fluid and cursive, with the first name "Glen" and last name "Torcivia" clearly legible.

Glen J. Torcivia

cc: Francine Ramaglia, Town Manager  
Valerie Oakes, Town Clerk

# FY 2024-2025 BUDGET PRESENTATION

Town of Loxahatchee Groves  
September 18, 2024



# STAFFING MODEL & PAY PLAN BASED ON MARKET SURVEYS

TOWN OF LOXAHATCHEE GROVES



# COMPENSATION & BENEFITS

|                                  | 2025                | 2024                | 2023                | 2022                | 2021                | 2020                |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                  | PROPOSED            | AMENDED             | AUDITED             | AUDITED             | AUDITED             | AUDITED             |
| <b>COUNCIL</b>                   |                     |                     |                     |                     |                     |                     |
| REGULAR SALARIES                 | \$ 45,000           | \$ 45,000           | \$ 45,000           | \$ 45,000           | \$ 45,750           |                     |
| FICA & MEDICAL TAXES             | \$ 3,000            | \$ 3,000            | \$ 5,000            | \$ 5,000            | \$ 4,037            |                     |
|                                  | <u>\$ 48,000</u>    | <u>\$ 48,000</u>    | <u>\$ 50,000</u>    | <u>\$ 50,000</u>    | <u>\$ 49,787</u>    |                     |
| <b>STAFF</b>                     |                     |                     |                     |                     |                     |                     |
| REGULAR SALARIES                 | \$ 917,360          | \$ 691,793          | \$ 472,930          | \$ 495,081          | \$ 478,237          | \$ 483,672          |
| OVERTIME                         | \$ 5,000            | \$ 19,000           | \$ 6,234            | \$ 5,382            | \$ 22,597           | \$ 11,338           |
| FICA & MEDICARE TAXES            | \$ 70,528           | \$ 53,037           | \$ 40,261           | \$ 36,773           | \$ 36,081           | \$ 35,723           |
| RETIREMENT FRS                   | \$ 151,680          | \$ 133,231          | \$ 88,154           | \$ 73,036           | \$ 118,126          | \$ 53,772           |
| INVESTMENT TOWN MANAGER          |                     |                     |                     |                     |                     |                     |
| HEALTH AND LIFE INSURANCE        | \$ 88,119           | \$ 77,745           | \$ 24,249           | \$ 28,045           | \$ 60,845           | \$ 17,970           |
| WORKER'S COMPENSATION            | \$ 12,200           | \$ 6,010            | \$ 23,043           | \$ 14,463           | \$ -                | \$ -                |
| PROFESSIONAL SERVICE - PAYCHEX   | \$ 9,000            | \$ 8,000            | \$ 8,000            | \$ 7,239            | \$ 5,181            | \$ 746              |
| <b>GENERAL FUND</b>              | <u>\$ 1,253,887</u> | <u>\$ 988,816</u>   | <u>\$ 662,871</u>   | <u>\$ 660,019</u>   | <u>\$ 721,067</u>   | <u>\$ 603,221</u>   |
| REGULAR SALARIES                 | \$ 717,500          | \$ 689,468          | \$ 446,646          | \$ 402,816          | \$ 337,077          | \$ 312,956          |
| OVERTIME                         | \$ 25,000           | \$ 18,500           | \$ 20,696           | \$ 31,223           | \$ 9,743            | \$ 14,039           |
| ON-CALL PAY                      | \$ 6,000            | \$ 6,000            | \$ 3,656            | \$ 6,515            | \$ 5,312            | \$ 4,299            |
| FRINGE BENEFITS                  |                     |                     |                     |                     |                     |                     |
| FICA & MEDICARE TAXES            | \$ 58,000           | \$ 52,744           | \$ 35,449           | \$ 31,358           | \$ 25,833           | \$ 24,334           |
| RETIREMENT FRS                   | \$ 118,000          | \$ 153,385          | \$ 75,908           | \$ 73,531           | \$ 107,089          | \$ 50,566           |
| HEALTH AND LIFE INSURANCE        | \$ 130,000          | \$ 71,529           | \$ 43,313           | \$ 46,886           | \$ 44,388           | \$ 9,406            |
| WORKER'S COMPENSATION            | \$ 40,000           | \$ 36,787           | \$ 22,671           | \$ 14,463           |                     |                     |
| PROFESSIONAL SERVICE - DRUG TEST | \$ 2,000            | \$ 2,000            | \$ 639              | \$ 2,165            | \$ 967              | \$ 65               |
| PROFESSIONAL SERVICE - PAYCHEX   |                     |                     |                     |                     |                     | \$ (56)             |
| <b>ROADS &amp; DRAINAGE FUND</b> | <u>\$ 1,096,500</u> | <u>\$ 1,030,413</u> | <u>\$ 648,978</u>   | <u>\$ 608,957</u>   | <u>\$ 530,409</u>   | <u>\$ 415,609</u>   |
| <b>TOTAL ALL FUNDS</b>           | <u>\$ 2,398,387</u> | <u>\$ 2,067,229</u> | <u>\$ 1,361,849</u> | <u>\$ 1,318,976</u> | <u>\$ 1,301,263</u> | <u>\$ 1,018,830</u> |





**LOXAHATCHEE  
GROVES**  
FLORIDA

## Deadlines for Agenda Items/ Agenda Publication

### MEETING SCHEDULE

Town Council Regular Meeting

1st Tuesday of the Month

### DEADLINE SCHEDULE

Town Attorney's 1st Review Cycle

*The deadlines to request the drafting of an ordinance will be managed on a case by case basis.*

Four (4) Weeks prior to Publication:  
Requests to draft contracts/policy.

Town Attorney's 2nd Review Cycle

Two (2) Weeks prior to Publication:  
Final Review of Agenda Items,  
Preparation/Review of Resolutions, &  
Review of Executed Contracts.

Town Clerk's Review

One (1) Week prior to Publication:  
Review & Approval for Agenda  
Finalization of Items

Agenda Publication Date

Wednesday Prior to the Town Council  
Meeting at 5:00 P.M.

|                            |                              |                               |                               |                              |
|----------------------------|------------------------------|-------------------------------|-------------------------------|------------------------------|
| Tuesday, December 3, 2024  | Thursday, October 31, 2024   | Wednesday, November 13, 2024  | Wednesday, November 20, 2024  | Wednesday, November 27, 2024 |
| Tuesday, January 7, 2025   | Wednesday, December 3, 2025  | Tuesday, December 17, 2024    | Tuesday, December 24, 2024    | Wednesday, December 31, 2025 |
| Tuesday, February 4, 2025  | Tuesday, December 31, 2024   | Wednesday, January 15, 2025   | Wednesday, January 22, 2025   | Wednesday, January 29, 2025  |
| Tuesday, March 4, 2025     | Wednesday, January 29, 2025  | Wednesday, February 12, 2025  | Wednesday, February 19, 2025  | Wednesday, February 26, 2025 |
| Tuesday, April 1, 2025     | Wednesday, February 26, 2025 | Wednesday, March 12, 2025     | Wednesday, March 19, 2025     | Wednesday, March 26, 2025    |
| Tuesday, May 6, 2025       | Wednesday, April 2, 2025     | Wednesday, April 16, 2025     | Wednesday, April 23, 2025     | Wednesday, April 30, 2025    |
| Tuesday, June 3, 2025      | Wednesday, April 30, 2025    | Wednesday, May 14, 2025       | Wednesday, May 21, 2025       | Wednesday, May 28, 2025      |
| Tuesday, July 1, 2025      | Wednesday, May 28, 2025      | Wednesday, June 11, 2025      | Wednesday, June 18, 2025      | Wednesday, June 25, 2025     |
| Tuesday, August 5, 2025    | Wednesday, July 2, 2025      | Wednesday, July 16, 2025      | Wednesday, July 23, 2025      | Wednesday, July 30, 2025     |
| Tuesday, September 2, 2025 | Wednesday, July 30, 2025     | Wednesday, August 13, 2025    | Wednesday, August 20, 2025    | Wednesday, August 27, 2025   |
| Tuesday, October 7, 2025   | Wednesday, September 3, 2025 | Wednesday, September 17, 2025 | Wednesday, September 24, 2025 | Wednesday, October 1, 2025   |
| Tuesday, November 4, 2025  | Wednesday, October 1, 2025   | Wednesday, October 15, 2025   | Wednesday, October 22, 2025   | Wednesday, October 29, 2025  |
| Tuesday, December 2, 2025  | Wednesday, October 29, 2025  | Wednesday, November 12, 2025  | Wednesday, November 19, 2025  | Wednesday, November 26, 2025 |

\*These dates are subject to change.

**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2019-49**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.; NAMING TORCIVIA, DONLON, GODDEAU & ANSAY, P.A. AS THE DESIGNATED TOWN ATTORNEY FOR THE FIRM; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve an Agreement for Interim Town Attorney Legal Services with Torcivia, Donlon, Goddeau & Ansay, P.A, and to name Brian Shutt as the Designated Town Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves approves the Agreement for Interim Town Attorney Legal Services between the Town of Loxahatchee Groves and Torcivia, Donlon, Goddeau & Ansay, P. A., attached hereto and incorporated herein as Exhibit "A", and authorizes the appropriate Town Officials to execute same. Brian Shutt is the designated Town Attorney.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Resolution No. 2019-49

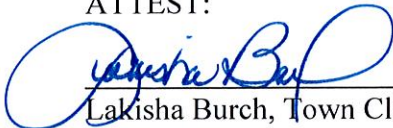
**Section 5.** This Resolution shall become effective immediately upon its passage and adoption.

Council Member DeMarois offered the foregoing Resolution. Council Member Maniglia seconded the Motion, and upon being put to a vote, the vote was as follows:

|                                  | <u>Aye</u>                          | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|-------------------------------------|--------------------------|--------------------------|
| ROBERT SHORR, MAYOR              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAVE DEMAROIS, VICE MAYOR        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LAURA DANOWSKI, COUNCIL MEMBER   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCIL MEMBER    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

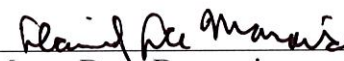
**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2019.**

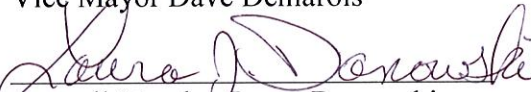
ATTEST:

  
Lakisha Burch, Town Clerk

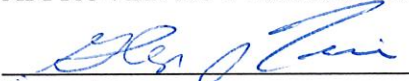
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

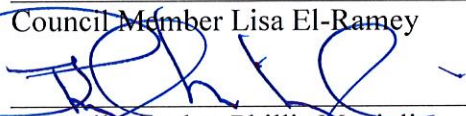
  
Mayor Robert Shorr

  
Vice Mayor Dave Demarois

  
Council Member Laura Danowski

APPROVED AS T LEGAL FORM:

  
Town Attorney

  
Council Member Lisa El-Ramey

  
Council Member Phillis Maniglia

**EXHIBIT “A”**

**AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES BETWEEN  
THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU  
& ANSAY, P.A.**

**LEGAL SERVICES AGREEMENT**

THIS LEGAL SERVICES AGREEMENT (“Agreement”) is entered on \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation (“Town”) and **TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.**, a corporation authorized to do business in the State of Florida (“Firm”).

**RECITALS**

**WHEREAS**, the Town issued a Request for Letters of Interest from qualified firms to provide municipal legal services to the Town;

**WHEREAS**, the Firm submitted a Letter of Interest to the Town, which the Town Council accepted and appointed the Firm on an interim basis;

**WHEREAS**, the Town wishes to appoint the Firm as the Town Attorney; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of legal services by the Firm to the Town.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: FIRM’S SERVICES.** As more specifically set forth in the Town’s Request for Letters of Interest’s scope of services, the Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

**SECTION 3: TERM AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until such time as this Agreement is terminated as stated herein.

b. **Termination without cause.** Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town’s governing board in any fiscal year to pay the costs

## Resolution No. 2019-49

associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Firm for all services performed under this Agreement through the date of termination.

**SECTION 4: COMPENSATION.**

a. Compensation. The Town agrees to compensate the Firm at the rate of \$205.00 per hour for services performed by the Firm's attorneys and \$95.00 per hour for the Firm's legal assistant's preparation of documents or other services which exceed thirty (30) minutes of time. Time shall be invoiced in increments of 0.10 hours.

b. Reimbursements. The Town will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- i. In-house photocopying will be paid at the rate of twenty-five cents (.25) per page (with each invoice specifying the number of copies for which reimbursement is sought).
- ii. The Town will not pay for local facsimile transmissions.
- iii. Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- iv. Any travel, per diem, mileage (IRS rate), or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes.
- v. The Town does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.
- vi. For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town Manager. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- vii. The Town will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Shepardizing existing research and/or fact specific research.

c. Invoices. The Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services

## Resolution No. 2019-49

performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. The Firm understands that the invoices must be approved by the Town Council so it will work with the Town Manager to send its invoices to the Town in time for placement on a Town Council agenda. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice.

**SECTION 5: INDEMNIFICATION.** The Firm, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Firm, its officers, directors, employees, representatives and agents employed or utilized by the Firm in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 6: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 7: PERSONNEL.** The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 8: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Firm is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 9: FEDERAL AND STATE TAX.** The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

**SECTION 10: INSURANCE.** Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and

Resolution No. 2019-49

the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

| <u>Type of Coverage</u>                                                                                                                             | <u>Amount of Coverage</u>                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Professional liability/<br>Errors and Omissions                                                                                                     | \$1,000,000 per occurrence                                      |
| Commercial general liability<br>(Products/completed operations<br>Contractual, insurance broad form property,<br>Independent Firm, personal injury) | \$1, 000,000 per occurrence<br><br>\$2,000,000 annual aggregate |
| Automobile (owned, non-owned, & hired)                                                                                                              | \$ 1,000,000 single limits                                      |
| Worker's Compensation                                                                                                                               | \$ statutory limits                                             |

The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

**SECTION 11: SUCCESSORS AND ASSIGNS.** The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 13: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 14: ACCESS AND AUDITS.** The Firm shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 15: NONDISCRIMINATION.** The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## Resolution No. 2019-49

**SECTION 16: AUTHORITY TO PRACTICE.** The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 17: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 18: PUBLIC ENTITY CRIMES.** Firm acknowledges and agrees that 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 or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

**SECTION 19: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves  
Attn: Town Manager  
155 F Road  
Loxahatchee Groves, FL 33470

and if sent to the Firm, shall be sent to:

Torcivia, Donlon, Goddeau & Ansay, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 20: ENTIRETY OF AGREEMENT.** The Town and the Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 21: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 22: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.



Resolution No. 2019-49

**SECTION 23: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Firm fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Firm to terminate for cause.

**SECTION 24: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

**SECTION 25: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 26: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 27: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 28: PUBLIC RECORDS.** The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform the service. If the Firm transfers all public records to the Town upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: TOWN CLERK, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

Resolution No. 2019-49

**SECTION 29: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 30: SCRUTINIZED COMPANIES.**

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes regarding any certification herein, the Firm shall immediately notify the Town of the same.

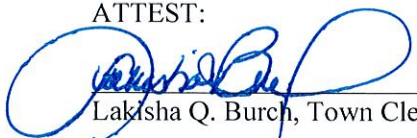
f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth above.

**TOWN OF LOXAHATCHEE GROVES**

By:   
Robert Shorr, Mayor

ATTEST:

  
Lakisha Q. Burch, Town Clerk

Approved as to form and legal sufficiency:

  
Town Attorney

**TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.**

By:   
Glen J. Torcivia, Esq.

# TOWN OF LOXAHATCHEE GROVES

## RESOLUTION NO. 2023-52

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AMENDMENT TO AGREEMENT WITH TORCIVIA, DONLON, GODDEAU AND RUBIN, P.A. FOR TOWN ATTORNEY LEGAL SERVICES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves ("Town") entered into an Agreement for Town Attorney Legal Services with the firm of Torcivia, Donlon, Goddeau and Ansay, P.A., now Torcivia, Donlon, Goddeau and Rubin, P.A. ("Firm") on September 5, 2019 ("Agreement"); and

**WHEREAS**, the Firm has requested the Agreement be amended to reflect the change in the Firm's name and to increase the hourly fee; and

**WHEREAS**, pursuant to Section 2-133(b)(1) of the Town's Code, contracts for legal services are exempt from purchasing by the sealed competitive method or by obtaining a written quote.

**WHEREAS**, the Town has determined to continue to have the Firm provide Town Attorney legal services to the Town serves a public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the First Amendment to Agreement for Town Attorney Legal Services with Torcivia, Donlon, Goddeau and Rubin, P.A.

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

Councilmember Shore offered the foregoing resolution. Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>                          | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|-------------------------------------|--------------------------|--------------------------|
| Laura Danowski, MAYOR          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Robert Shorr, VICE MAYOR       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Margaret Herzog, COUNCILMEMBER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Marianne Miles, COUNCILMEMBER

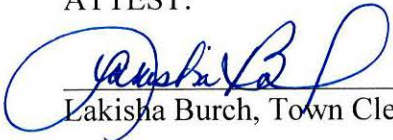
☒ ☐ ☐

Phillis Maniglia, COUNCILMEMBER

☒ ☐ ☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, THIS 1<sup>st</sup> DAY OF August, 2023.

ATTEST:

  
Lakisha Burch, Town Clerk

TOWN OF LOXAHATCHEE GROVES  
FLORIDA

  
Mayor Laura Danowski

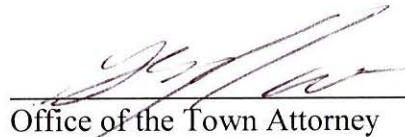
  
Vice Mayor Robert Shorr

  
Councilmember Margaret Herzog

  
Councilmember Marianne Miles

  
Councilmember Phillis Maniglia

APPROVED AS TO LEGAL FORM:

  
Office of the Town Attorney

**FIRST AMENDMENT TO AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**

This first amendment to agreement is made and entered into this 1<sup>st</sup> day of August, 2023, by and between the TOWN OF LOXAHATCHEE GROVES ("TOWN") and TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

**WHEREAS**, on September 5, 2019, the parties entered into the attached Legal Services Agreement with Torcivia, Donlon, Goddeau & Ansay, P.A. ("the Firm"); and

**WHEREAS**, the Firm's name has changed to recognize partner Leonard Rubin to Torcivia, Donlon, Goddeau & Rubin, P.A. and

**WHEREAS**, the Firm's rate has remained at \$205 per hour since September 5, 2019; and

**WHEREAS**, the parties agree that the Legal Services Agreement should be amended to increase the hourly fee and reflect the Firm's name change;

**NOW THEREFORE**, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The Legal Services Agreement is amended to reflect the Firm's name "Torcivia, Donlon, Goddeau & Rubin, P.A."; and
2. Section 4a of the Legal Services Agreement is amended to reflect an hourly rate of \$235.00 per hour for services performed by the Firm's attorneys, effective October 1, 2023. Said fee shall be increased by three percent (3%) each October 1<sup>st</sup>, commencing October 1, 2024.
2. In all other respects, the provisions of the Legal Services Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to the Legal Services Agreement to be executed by their duly authorized officials.

Signed in the presence of:

**TOWN OF LOXAHATCHEE GROVES**

By: Laura J. Danowski

Laura Danowski, Mayor

ATTEST:

Lakisha Q. Burch  
Lakisha Q. Burch, Town Clerk

Approved as to form and legal sufficiency:

[Signature]  
Town Attorney

**TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**

By: Glen J. Torcivia

Glen J. Torcivia, Esq.



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council**

**FROM: Francine Ramaglia, Town Manager**

**DATE: June 3, 2025**

**SUBJECT: Discussion on the Production of Records**

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**Background:**

There has been an influx of requests, both internally and externally. Staff is requesting Town Council direction on implementing a policy that would include, but not be limited to, the handling of Councilmember requests.

Things to consider:

1. Are councilmembers to pay for their request when a cost is associated? Cost(s) associated may include engaging consultants for records and/or staff time.
2. If one councilmember requests records, do all of the council-members receive a copy?
3. How do we avoid potential Sunshine Law violations?
4. The handling of Code Enforcement files as it relates to a Charter provision.
5. Establishing a protocol for requesting records/information. Example: Email the Town Clerk and copy the Town Manager.

More information to follow.

**Recommendations:** Council discussion and staff direction.

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Richard Gallant, CDM E.I., Public Works Director

**DATE:** June 3, 2025

**SUBJECT:** A Road and Collecting Canal Project Update

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#### **Background:**

Project Coordinator Kurtz and Public Works Director Gallant will provide an update at the meeting.



155 F Road Loxahatchee Groves, FL 33470

**TO: Mayor and Town Council**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: June 3, 2025**  
**SUBJECT: Discussion on Rural Vista Design Standards**

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**Background:**

The back-up material is forthcoming.

**Recommendations:**

Town Council discussion and provide staff direction.



# TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



## AGENDA MEMO

**TO:** Town Council, Town of Loxahatchee Groves

**FROM:** Caryn Gardner-Young, Community Standards Director

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Discussion of Proposed Ordinance Updates to the Unified Land Development Code

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### Background:

The Town Council desires to amend the Unified Land Development Code (“Code”) which was adopted when Loxahatchee Groves was incorporated. Several modifications have been suggested. However, there are multiple paths that a Code change can take to be approved. They are:

1. The Zoning Text Amendment is sent to the ULDC Committee for a recommendation and then goes to the Planning and Zoning Board for a recommendation with a final vote by the Town Council. Thus, there are at a minimum of four meetings. (ULDC, PZB and 2 Council meetings)
2. The Zoning Text Amendment is sent to the Planning and Zoning Board for a recommendation with a final vote by the Town Council. Thus, there are at a minimum of three meetings. (PZAB and 2 Council meetings)
3. The Zoning Text Amendment is sent to the Treasure Coast Regional Planning Council (TCRPC) for a recommendation (substitute for the ULDC) then goes to the Planning and Zoning Board for a recommendation with a final vote by the Town Council. Thus, there are at a minimum of four meetings. (TCRPC, PZB and 2 Council meetings)
4. The Zoning Text Amendment is sent directly to the Town Council for a final vote. Thus, there are at a minimum of two meetings..(2 Town Council meetings)

A Code amendment requires a supermajority vote of the Town Council. See Code language below.

**Section 05-070. - Town Council to amend zoning regulations.**

Whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires, the Town Council may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property, now or hereafter established by the ULDC or amendments hereto. Any amendment to the ULDC shall require a super majority vote of four or more Council members.

The Town Council members were provided with an opportunity to comment on the path they wish each proposed Code modification to take. Attached are Tables containing the Town Council's path choices.

Table 1 contained one item that the majority of Town Council Members did not want to change. Since an affirmative vote of four would not be possible, Town Staff is recommending not to proceed with the proposed change,

Table 2 contains the items that were included in the Ordinance that was previously sent to the Town Council for consideration at its May 13<sup>th</sup> meeting. One item (highlighted in green) was a duplicate and one item (highlighted in grey) shows a majority of Town Council Members wanting to review the item but two felt that the change was not required. This means that a 4-1 vote would not be possible, so Town Staff is recommending not to proceed with the proposed change. However, the other items show a majority of Town Council Members wanting to review the item but the proposed process is not clear. Town Staff will be seeking direction on the process.

Table 3 contains new items for consideration by the Town Council with a majority of Town Council Members wanting to review the item, but the proposed process is not clear. Two items (highlighted in yellow) show a supermajority of Town Council Members wanting to review the item, but the proposed process is not clear. Town Staff will be seeking direction on the process.

Table 4 contains new items for consideration by the Town Council with a majority of Town Council Members wanting to review the item and the proposed process is clear – either Town Council or ULDC/PZB and then Town Council.

This item does not address any code amendments needed to address housekeeping or code deficiencies.

**Recommendation:**

Staff is seeking directions on the process to amend the Unified Land Development Code for the specific items listed in Tables 1-4.

**TABLE 1**  
**TAKE NO ACTION**

|   | Code Item                                      | Review Required                 | Comments      |
|---|------------------------------------------------|---------------------------------|---------------|
| 1 | Amend to add simple majority to amend the ULDC | No ULDC (1), Treasure Coast (1) | No change (3) |

**TABLE 2**  
**INCLUDED IN ORDINANCE PRESENTED AT MAY 13, 2025, TOWN COUNCIL MEETING**

|    | Code Item                                                                                                                                      | Review Required                                    | Comments                                                                                                      |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 2  | Amend to add Town Manager is interpreter of ULDC – Sec. 05-015                                                                                 | PZB (1) Treasure Coast (1), Town Council (1)       | No change (2)                                                                                                 |
| 3  | Revise Definitions – self storage facilities to ensure indoor access and no residential uses- Sec. 10-015                                      | Town Council (2), ULDC (1), No ULDC (1)            | Done (1)                                                                                                      |
| 4  | Amend Outdoor Storage to include regulation of RV storage in Article 92 – Sec. 20-010                                                          | PZB (2), ULDC (1), Town Council (1)                | Change (1)                                                                                                    |
| 5  | Delete non-conformity determinations – Sec. 75-015                                                                                             | ULDC (1)                                           | No change (1), Change (1)                                                                                     |
| 6  | Delete historical legacy provisions – Sec. 75-035                                                                                              | Town Council (1), PZB (2)                          | Change (1)                                                                                                    |
| 7  | Update self-storage buildings and operations – Sec. 80-075                                                                                     | Town Council (1), ULDC (1), PZB (1)                | Change/Done (1)                                                                                               |
| 8  | Identify which roadways are local – Sec. 100-05                                                                                                | RETAG (1), PZAB (2)                                | Change/Done (1)<br>DUPLICATE W/ NO. 20                                                                        |
| 9  | Add regulations for access easements to landlocked parcels- Sec. 100-040                                                                       | Treasure Coast/ULDC (1), PZB (2),                  | Change (1)                                                                                                    |
| 10 | Update local roadway design standards Sec. 100-045                                                                                             | Treasure Coast/RETAG (1), ULDC (1), PZB (1)        | Follow things done (1)                                                                                        |
| 11 | Amend notice requirements to hold applicants responsible for mailing costs and who may present evidence during a public hearing – Sec. 115-025 | Town Council (1), Treasure Coast (1), PZB (1)      | Change (1)                                                                                                    |
| 12 | Amend vested rights provisions to change application requirements and process for property owner to apply and appeal – Sec. 125-005            | Treasure Coast/ULDC (2), PZB (2), Town Council (1) | Remove (1) Amend Town Council Determines Property Vested Rights and set sunset date for vested rights in ULDC |
| 20 | Add Townwide Traffic & Rural Roadway Standards                                                                                                 | Town Council (2), ULDC (1), PZB (1)                | Change (1) With reduced width for Level 2 and below roads                                                     |

**TABLE 3****MAJORITY AGREE TO TAKE ACTION BUT NO CLEAR PROCESS**

|    | Code Item                                                   | Review Required                       | Comments                             |
|----|-------------------------------------------------------------|---------------------------------------|--------------------------------------|
| 14 | Add of Agritourism Committee Recommendations                | ULDC (2), Town Council (1), PZB (1)   | Remove (1)                           |
| 15 | Amend Tree Removal and add disbursement of mitigation funds | ULDC (2), PZB (1)                     | Change (1)                           |
| 18 | Amending Commercial Zoning District Use Chart               | Treasure Coast/ULDC (1), ULDC (2)     | No change (1) Need clarification (1) |
| 19 | Update/Amend Accessory Use Dwellings and any state impacts  | ULDC (2), PZB (1)                     | Change (1)                           |
| 21 | Amend Conditional Uses/Special Exception procedures         | Treasure Coast (2), ULDC (1), PZB (1) | No change (1) Need clarification (1) |
| 22 | Amend concurrency requirements                              | ULDC (1), PZB (2)                     | No change (1) Need clarification (1) |
| 23 | Amending non-conforming lot regulations                     | ULDC (1), PZB (2)                     | No change (1) Need clarification (1) |
| 24 | Define Essential Services                                   | Treasure Coast (1), ULDC (1), PZB (1) | Change (1) Need clarification (1)    |
| 25 | Amend notice requirements for events vs meetings            | Treasure Coast (2), PZB (1)           | Need clarification (1)               |
| 26 | Amend Administrative Site Plan Approvals                    | Treasure Coast (1), ULDC (1), PZB (1) | No change (1) Need clarification (1) |
| 27 | Add Nuisance Abatement regulations                          | ULDC (1), PZB (2)                     | No change (1) Need clarification (1) |
| 28 | Review density vs lot size                                  | PZB (1), ULDC (2)                     | No change (1) Need clarification (1) |
| 29 | Amend inconsistent use of terms such as "plot" vs "lot"     | Town Council (2), PZB (1)             | No change (1) Need clarification (1) |
| 30 | Update driveways and parking regulations                    | ULDC (2), PZB (1)                     | Need clarification (1)               |
| 31 | Clarify permitted uses in AG Zoning District                | ULDC (1), PZB (2)                     | Change (1) Need clarification (1)    |

**TABLE 4**  
**MAJORITY AGREE TO TAKE ACTION WITH CLEAR PROCESS**

|    | Code Item                                                     | Review Required            | Comments                          |
|----|---------------------------------------------------------------|----------------------------|-----------------------------------|
| 13 | Adopt Rural Vista Guidelines                                  | Town Council (3), ULDC (1) | Change (1)                        |
| 16 | Amend Landscaping regulations                                 | ULDC (3)                   | Change (1) Need clarification (1) |
| 17 | Revise Definitions – livestock, poultry, pigs, household pets | ULDC (3)                   | Change (1) Need clarification (1) |

**ORDINANCE NO. 2025-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 05-070 “TOWN COUNCIL TO AMEND ZONING REGULATIONS” TO ELIMINATE THE SUPER MAJORITY VOTE FOR AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE, SECTION 05-015 “ENFORCEMENT, INTERPRETATION, PURPOSE AND CONFLICT” CLARIFYING WHO IS THE INTERPRETER OF THE CODE, SECTION 05-110 “VIOLATION OF CODE OR DEVELOPMENT ORDER CONDITIONS” REGARDING VIOLATIONS OF THE UNIFIED LAND DEVELOPMENT CODE OR DEVELOPMENT ORDERS; SECTION 10-015 “DEFINITIONS” AMENDING THE DEFINITION FOR LIMITED ACCESS INDOOR SELF-STORAGE FACILITY; SUBSECTION 20-010(G) “OUTDOOR STORAGE” REGARDING STORAGE OF RECREATIONAL VEHICLES; DELETING SECTIONS 75-015 “DETERMINATION OF A NONCONFORMITY” AND 75-035 “HISTORICAL LEGACY USES AS OF OCTOBER 1, 2006” TO REMOVE UNNECESSARY PROCEDURES; AND AMENDING SECTION 80-075 “LIMITED ACCESS INDOOR SELF-STORAGE FACILITY” RELATING TO SUCH FACILITIES, SECTION 100-005 “LOCAL AND COLLECTOR ROADWAYS, GENERALLY”, SECTION 100-040 “PRIVATE INGRESS/EGRESS ARRANGEMENTS”, AND SECTION 100-045 “MINIMUM STANDARDS FOR PUBLIC AND PRIVATE STREETS” PROVIDING STANDARDS FOR LOCAL ROADWAYS AND PRIVATE INGRESS/EGRESS ARRANGEMENTS, SECTION 115-025 “MAIL NOTICES” TO ELIMINATE INCONSISTENCIES, AND ARTICLE 125 “VESTED RIGHTS DETERMINATIONS” TO PROVIDE ADDITIONAL REQUIREMENTS AND PROCEDURES FOR APPLICATIONS FOR VESTED RIGHTS DETERMINATIONS, ALL OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

**WHEREAS**, the Town Council desires to make various updates to its Unified Land Development Code (“ULDC”); and

**WHEREAS**, the Town Council desires to eliminate the need for a super majority vote of Town Council to amend the provisions of the ULDC; and

**WHEREAS**, the Town Council desires to clarify the final interpreter of the ULDC and the compliance requirement and means of enforcement for violations of permits and development orders; and

**WHEREAS**, the Town Council desires to amend the definition of a limited access indoor self-storage facility; and

**WHEREAS**, The Town Council desires to revise regulations on outdoor storage of recreational vehicles in the residential zoning district to be consistent with recently adopted regulations regarding recreational vehicles; and

**WHEREAS**, the Town Council desires to remove provisions in the ULDC relating to determination of nonconformities and historical legacy uses in existence as of October 1, 2006; and

**WHEREAS**, the Town Council desires to revise the conditional use standards and criteria for limited access indoor self-storage facilities; and

**WHEREAS**, the Town Council desires to amend the standards for local roadways and private ingress/egress arrangements; and

**WHEREAS**, the Town Council desires to update requirements to eliminate inconsistencies regarding mail notices; and

**WHEREAS**, the Town Council desires to update requirements and procedures relating to vested rights determinations; and

**WHEREAS**, the Town Council determined that the enactment of this ordinance is for a proper municipal purpose and in the best interest of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**Section 2.** Section 05-070 “Town Council to amend zoning regulations” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Section 05-070. - Town Council to amend zoning regulations.**



Whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires, the Town Council may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property, now or hereafter established by the ULDC or amendments hereto. ~~Any amendment to the ULDC shall require a super majority vote of four or more Council members.~~

**Section 3.** Section 05-015 “Enforcement, interpretation, purpose and conflict” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 05-015. - Enforcement, interpretation, purpose and conflict.**

- (A) The Town Manager and Town Council, as applicable, shall designate Town personnel and contractual agents of the Town, who shall have the authority to enforce the provisions of the ULDC.
- (B) Where it is found that any of the provisions of the ULDC are being violated, enforcement proceedings may be initiated against the real property owner, the tenant if applicable, and any other person violating the provisions of the ULDC as provided in the Town of Loxahatchee Groves Code of Ordinances and as otherwise provided by law. Any enforcement procedure authorized by the Town of Loxahatchee Groves Code of Ordinances, county or state law, may be used to enforce the provisions of the ULDC. It shall be at the discretion of the Town Manager to determine which method of enforcement is appropriate and whether more than one method of enforcement should be brought, as provided by law.
- (C) In addition to enforcement by the Town Manager, the provisions of the ULDC may be enforced by the Town's law enforcement agency, as violations of a Town ordinance and as such shall be punishable as provided by law.
- (D) Further, the Town Council may authorize the Town Attorney to bring legal action in a court of competent jurisdiction.
- (E) Where the ULDC includes regulations on the same point as contained in any other law or ordinance, the provisions of the ULDC shall govern unless otherwise prohibited by law; except that where the regulations of the other law or ordinance are more restrictive than those of the ULDC, the other shall govern.
- (F) The Town Council is the final interpreter of the provisions of the ULDC. Where the provisions of the ULDC provide for an administrative decision, the Town Manager is the final administrative interpreter of the provisions of the ULDC.

**Section 4.** Section 05-110 “Violation of Code or development order conditions” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2022-04 and further amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 05-110. - Violation of Code or development order conditions.**

- (A) An application for a development permit may be deferred, denied, or approved with appropriate conditions, when the property is in violation of the ULDC or in violation of a condition of a previously approved development order.
- (B) Compliance with approved permits, development orders, and conditions thereof is required.
- (C) Any violation of ~~any portion of the ULDC or any violation~~ or non-compliance with ~~any~~ an approved permit, development order or condition thereof placed on any permit or any approval given to any development or project by Town Council, a board or administratively shall be deemed ~~is~~ a violation of ~~the Code~~ this section and shall be subject to the Town's code enforcement process, set forth in Chapter 14 of the Code, as well as any other legal action available to the Town including but not limited to injunctive relief.

**Section 5.** The definition of "limited access indoor self-storage facility" in Section 10-015 "Definitions" of Article 10 "Definitions, Abbreviations, and Construction of Terms" of Part I "Administration and Definitions" of its Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-02 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

*Limited access indoor self-storage facility.* ~~Limited access indoor self storage facility shall~~ A building that consists of individual, self-contained units that are leased for the storage of business, household, or other personal goods; ~~where the Self storage development shall consist of storage bays with~~ are accessed only from the interior corridors of the building. ~~A management office is an allowed accessory use. Any residential use is prohibited.~~

**Section 6.** Subsection (G) "Outdoor Storage" of Section 20-010 "General Provisions" of Article 20 "Residential Zoning Districts" of Part II "Zoning Districts" of its Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

(G) *Outdoor storage.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse and other similar materials shall be subject to the following standards.

(1) *Generally.* All outdoor storage shall only be permitted when incidental to the use located on the premises or explicitly permitted as a primary use in Section 20-015, "Permitted uses."

(2) *Location.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse or similar materials shall not be located in any required setbacks, easements, or rights-of-way, except as permitted below:

a. *Construction Vehicles, equipment and fill.* Construction Vehicles, equipment, and fill may be temporarily stored in required setbacks, easements, or rights-of-way during construction in easements or rights-of-way.

b. *Nursery plants and trees.* Nursery plants and trees may be permanently stored in all required setbacks.

(3) *Screening.* All outdoor storage shall not be visible from roadways or neighboring properties except as permitted below:

a. *Farm and land cultivation equipment.* Farm and land cultivation equipment necessary for conducting a permissible agricultural use does not need to be screened from view provided that the vehicles are operable for immediate use, located on the plot upon which they are used, and are registered to an owner or lessee of said plot.

b. *Equestrian transports.* Equestrian transports do not need to be screened from view provided that the aggregate capacity of equestrian transports does not exceed the number of stables or horses kept on the property, whichever is greater.

c. *Nursery plants and trees.* Nursery plants and trees do not need to be screened from view.

d. *Construction vehicles, equipment and fill.* Construction vehicles, equipment, and fill do not need to be screened from view provided that the related construction activity is permitted, continuous and on-going.

e. *Commercial and recreational vehicles.* A maximum of two commercial or recreational vehicles may be stored on a plot of land without screening, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property. Storage of recreational vehicles is subject to the restrictions and requirements in Article 92.

f. *Inactive vehicles and equipment.* Vehicles and equipment that are in need of repair may be stored on a plot of land without screening provided that the vehicle or equipment has not been in a disassembled state or incapable of immediate use for more than seven consecutive days.

(4) *Fluids.* Vehicles and equipment that have been disassembled or incapable of immediate use for more than 28 consecutive days shall have all of its fluids drained and properly disposed.

**Section 7.** Section 75-015 “Determination of a nonconformity” of Article 75 “Nonconforming Uses, Structures and Plots” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby deleted.

**Section 8.** Section 75-035 “Historical Legacy Uses as of October 1, 2006” of Article 75 “Nonconforming Uses, Structures and Plots” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby deleted.

**Section 9.** Section 80-075 “Limited access indoor self-storage facility” of Article 80 “Conditional Uses” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-02 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 80-075. Limited access indoor self-storage facility.**

~~Any Limited access indoor self-storage facility as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms"~~ shall be permitted in the Commercial Low (CL) zoning district subject to a Category A Special Exception approval and compliance with the following conditional use standards and criteria:

- (A) ~~Use(s). A limited access indoor self-storage facility shall consist of storage bays with direct access only from the interior corridors of the building.~~ A management office within the facility is an allowed a permitted accessory use. Such office must have its own space designed for such purpose and shall not be located in one of the storage bays, hallways, or access areas.
- (B) *Locational requirement.*
- (1) A limited access indoor self-storage facility shall have direct frontage and vehicular access to Southern Boulevard or the frontage road along Southern Boulevard.
  - (2) There shall be a minimum separation of two miles between limited access (indoor) self-storage facilities ~~developments~~.
- (C) *Site and building design.*
- (1) *Maximum site dimensions.* A limited access indoor self-storage facility site shall be limited to a maximum of 250-feet of street frontage along the Southern Boulevard right-of-way and 500 feet of depth from the Southern Boulevard right-of-way.
  - (2) *Architecture.* Architectural design shall comply with the Rural Vista Guidelines.
  - (3) *Building height.* Building height (excluding parapets and architectural or mechanical features) shall not exceed 35 feet from finished grade.
  - (4) *Maximum plot coverage.* Maximum plot coverage of all buildings and roofed structures shall not be more than 30 percent of the gross site area.
  - (5) *Maximum floor area.* Maximum floor area shall be determined with each application and regulated by applying the building height, maximum plot coverage and minimum pervious area, per subsections (3), (4), and ~~(56)~~ of this section to the subject property ~~provided that ULDC required as well as the required~~ minimum building setbacks, landscape buffers, minimum required parking, circulation and loading standards, and site infrastructure, including access, drainage and utilities requirements as set forth in the ULDC ~~can be complied with.~~
  - (6) *Minimum pervious area.* The minimum pervious area shall be 30 percent of the plot.
  - (7) *Lighting and security plan.* A lighting (photometric) plan and security plan shall be required and at least include details for the following:
    - a. 24-hour security cameras, alarm system, use of gates with keypads and security lighting.
    - b. Site lighting used to illuminate the site after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with ULDC Section 50-030, "Outdoor lighting."

- (8) *Signs.* One monument sign advertising the self-storage facility business may be erected on the plot frontage that abuts Southern Boulevard or the frontage road along Southern Boulevard ~~an arterial road right-of-way~~ and complies with ULDC Article 90 Section 90-035. Such signage shall observe the site sight distance triangle requirement of Article 105, "Sight Distance."
- (9) *Prohibited uses.*
- The storage of flammable, hazardous or explosive materials, goods or products ~~shall be prohibited~~.
  - On site caretakers or any residential use.
  - Operation of Bbusinesses ~~shall not operate~~ within self-storage facility storage bays ~~units~~.
  - Outdoor storage of vehicles, recreational vehicles, boats, merchandise, business, household or other personal goods ~~shall be prohibited~~.
- (10) ~~{Landscaping.}~~ Landscaping shall comply with ULDC Article 85 Landscaping, including incorporation of an incompatible use perimeter landscape buffer, per Section 85-060(B)(1) if the self-storage facility abuts, or is separated from an Agricultural Residential zoning district by a public or private road, street, right-of-way, or canal.

**Section 10.** Section 100-005 "Local and collector roadways, generally" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-07 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 100-005. – Local ~~and collector~~ roadways, generally.**

- Local roadways are those illustrated on Map TRN 2 Local Roads Classification Map or meeting the qualifications in Table TRN 1 Local Roads Functional Classification System of the Comprehensive Plan.
- The design of all local roadways ~~streets and collectors~~ shall preserve the unique, rural character of the Town and discourage non-resident traffic in residential areas. In part this shall be achieved by ensuring that all local roadways ~~and collectors~~ be constructed of a width, design, and materials deemed acceptable by the Town of Loxahatchee Groves Town Council.
- The maximum speed limit on all local roadways ~~streets and collectors~~ within the Town boundaries; ~~except Southern Boulevard, Okeechobee Boulevard, and Folsom Road;~~ is 25 miles per hour.

**Section 11.** Section 100-040 “Private ingress/egress arrangements” of Article 100 “Access Standards and Subdivision” of Part IV “Parking and Loading, Access and Subdivision, Sight Distance” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-04 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 100-040. - Private ingress/egress arrangements.**

All individual and shared access to landlocked parcels shall meet the following requirements:

- (1) The ingress/egress easement shall provide for access by emergency vehicles and government officials, employees, or contractual service providers during the course of their official duties.
- (2) All property owners utilizing an individual or shared access easement shall enter into an agreement defining the rights and responsibilities of the parties in regards to the maintenance of the access easement and shall record such agreement in the Public Records of Palm Beach County, Florida.
- (3) The developer and property owner shall enter into, and shall record in the Public Records of Palm Beach County, Florida, a Declaration of Restrictive Covenants for ~~Private Roadways and~~ Access in a form approved by the Town Attorney, which shall run with the land and, at a minimum in part, meet the requirements of this section and indemnify and hold harmless the Town and its agents for the construction of an access easement, which is less than the access standards ~~easement~~ set forth in Section 100-045, "Minimum standards for public and private streets."
- (4) The permissibility of an ingress/egress arrangement pursuant to Section 100-035, "Access to development" is conditioned upon no further subdivision being possible that would require dedication and construction of a public or private street in lieu of an ingress/egress easement.
- (5) The address of all properties without direct, legal access to a public road shall be displayed at the public street entrance of the ingress/egress easement and again at the entrance to each property from the driveway.
- (6) ~~The Have a maximum length of an ingress/egress easement pursuant to Section 100-035, "Access to development" shall be one-quarter mile (1,320 feet) and comply with the requirements of pursuant to Section 100-035, "Access to development".~~
- (7) Any ingress/egress arrangement that does not conclude as an intersection of another easement or a roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.

- (8) Private ingress/egress arrangements shall not provide ingress to and egress from areas within the Town from and to areas outside of the Town's corporate limits. Any ingress to and egress from areas within the Town from and to areas outside of the Town's corporate limits must be through a publicly dedicated street that meets the requirements of Section 100-045 and has been accepted by Town Council as a public street.

**Section 12.** Section 100-045 "Minimum standards for public and private streets" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-04 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 100-045. – Minimum standards for public and private streets.**

The design and construction of public and private streets shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with current Town standards, including those contained in this article. Should a developer elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be submitted for approval and evaluated for adequacy on an individual basis by the Town Engineer.

- (A) *Local roadway design standards.* The design of all local roadways (public and private streets) shall be as follows:
- (1) *Volume.* Typical volume of local roadways shall be between zero and ~~2,000~~ 400 vehicles per day.
  - (2) *Access.* Local roadways shall provide primary access to residential and agricultural properties and limited commercial development. Cut-through traffic is to be discouraged. Other than connecting to Okeechobee Boulevard, ~~or Southern Boulevard, or Folsom Road,~~ local roadways shall not provide access to or from areas outside the Town's corporate limits.
  - (3) *Design speed.* Local roadways shall be designed for travel at a maximum speed of ~~30~~ 50 miles per hour.
  - (4) *Required right-of-way dedication.* The minimum right-of-way dedication for all new local roadways shall be 30 feet, however, at the discretion of the Town Engineer, this minimum may be increased in order to provide sufficient drainage, canal maintenance, or to incorporate greenway(s) and multi-use trail(s). ~~implement the Loxahatchee Groves Master Roadway, Equestrian and Greenway Plan, 2009 (MREG, 2009).~~
  - (5) *Construction of roadway.* ~~The entire width of the right of way shall be demucked before construction of the roadbed begins. No material of FDOT Class A-5, A-7 or A-8 shall be allowed. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. The top 12 inches of the undisturbed soil shall be compacted to 100 percent of maximum dry density as per AASHTO T 99 C. Unless otherwise~~

~~approved by the Town Engineer, limerock or shellrock bases shall be at least six inches thick and shall have a minimum LBR of 100. Base material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. Roadway surface shall consist of at least a three-inch layer of open-graded emulsified mix (OGEM) or a surface material of equivalent durability, as certified by an engineer. Roadway construction standards are established in the Town of Loxahatchee Groves Engineering Manual.~~

- (6) *On-street parking.* Parking on local roadways is prohibited.
- (7) *Traffic calming.* The Town Council shall have the authority to approve traffic calming devices.
- (8) *Turnaround.* Any local roadway that does not conclude as an intersection of another roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.
- (9) *Other.* A clear zone, a minimum of three (3) feet on each side of a roadway, is required. Where a clear zone cannot be provided due to proximity of a canal, a berm or guardrail shall be installed between the edge of pavement and the canal. Traffic signals, curbs, turn lanes, medians and sidewalks shall ~~not be provided unless specifically required~~ evaluated for requirement as directed by the Town Engineer.
- ~~(10) [Governed by District.] Standards for roadways under the jurisdiction of the Loxahatchee Groves Water Control District shall be governed by standards developed by the District.~~

**Section 13.** Section 115-025 “Mail notice” of Article 15 “Public Hearing Notices” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Section 115-025. - Mail notices.**

- (A) The owners of all lands located within the Town under consideration for approval of an application, and the owners of all lands within the Town lying within the distances prescribed by Section 115-10 (table), shall be notified by the Town of the application and of the first meeting at which the application will be considered. Such notices shall be sent U.S. Mail, postage-paid, to the persons shown upon the current tax rolls of Palm Beach County to be the respective owners unless there is actual knowledge of a subsequent property owner. Mail notification of subsequent public hearings is not required. The cost of all mail notices shall be paid to the Town by the applicant.
- (B) At minimum, mail notifications shall contain the following information:
  - (1) Explanation of the request;



- (2) Time, place and date of public hearing;
- (3) Phone number for information;
- (4) General location and address of the lands involved (if applicable);
- (5) That the application and supporting materials are available for inspection at Town Hall, specifying the Department and times the materials are available for review;
- (6) That persons may appear and be heard, subject to proper rules of conduct;
- (7) That written comments filed with the Town will be entered into the record;
- (8) That the hearing may be continued from time to time as necessary;
- (9) That any person who decides to appeal a decision made at the public hearing is advised they will need a record of proceedings and that accordingly, they may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based;
- (10) That persons with disabilities requiring accommodations in order to participate should contact the Town Clerk (provide phone number) at least 24 hours in advance of the public hearing to request such accommodation; and
- (11) Any other information required by law, noting that advertisements for comprehensive plan amendments and certain rezonings are specifically regulated by F.S. § 166.041, as may be amended from time to time.

(C) In addition to subsections (A) and (B), above, quasi-judicial hearing notices shall inform all ~~affected persons~~ recipients that they will be allowed to present evidence at the hearing and bring forth witnesses provided they meet the requirements of a party intervenor and submit a request to the Town to intervene as a party intervenor no less than five (5) working days prior to the hearing, as set forth in section 120-030. ~~notify and file the required forms available at the Town Clerk's Office.~~

**Section 14.** Article 125 “Vested Rights Determinations” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

## **ARTICLE 125 – VESTED RIGHTS DETERMINATIONS**

### **Sec. Section 125-005. Generally.**

- (A) The Town Council recognizes that certain land development rights of property owners may be vested with respect to approved land uses, density or intensity of development and/or staging or phasing of development. Any person claiming vested rights to develop property shall make an application for a vested rights determination with the Town Manager. The application shall contain information sufficient to enable a determination to be made whether the land development right(s) is vested. The applicant shall submit any relevant supporting information, including development orders, development permits, contracts, letters, appraisals, reports, or any other documents upon which the application is based.

The applicant shall specifically identify in the application those provisions of the Comprehensive Plan or land development regulations the applicant believes should not apply because of vesting.

**Sec. Section 125-010. Procedure.**

- (A) The Town Manager shall review the application and any supporting documents and may consult with the Town Attorney's Office. If the application is determined to be incomplete, the applicant will be sent a written statement specifying the deficiencies. The Town Manager shall render a determination within ~~30~~ sixty (60) calendar days of receiving all information the Town Manager deems necessary to make the determination.
- (B) ~~If An applicant may appeal the determination of the Town Manager receives a notice of appeal from the applicant within 30 days of mailing the determination to the applicant by certified mail, the appeal shall be scheduled for a public hearing before the Town Council, which may uphold or reverse the Manager's determination pursuant to Article 145, "Administrative Appeals."~~
- (C) All vested rights determinations shall be based upon whether vested rights have been created pursuant to ~~the provisions set forth within this article~~, applicable statutes; or established case law; and shall consider whether any time limitation is applicable to such vested rights.
- (D) A vested rights determination may be suspended or revoked upon a showing by the Town that the determination was made based upon false, inaccurate, misleading or incomplete information submitted by the applicant. A vested rights determination shall not be revoked prior to a hearing being held by the Town Council. Notice of the revocation hearing shall be given at least thirty (30) calendar days prior to the hearing.

**Sec. Section 125-015. - Standards for claims for vested rights, subject to changes in Florida law and applicable case law.**

- (A) There was a valid, unexpired act of an agency of the Town upon which the applicant reasonably relied in good faith; and
- (B) The applicant, in reliance upon the valid, unexpired act of an agency of the Town, has made a substantial change in position or has incurred extensive obligations or expenses; and
- (C) It would be inequitable, unjust, or fundamentally unfair to destroy the rights acquired by the applicant.
- (D) The following are not considered development expenditures or obligations in and of themselves, without more, unless the applicant was unable to obtain further approvals because of extraordinary delays, beyond the applicant's control:
  - (1) Expenditures for legal and other professional services that are not related to the design or construction of improvements.

- (2) Taxes paid.
- (3) Expenditures for initial acquisition of land.

(E) The casual, temporary or illegal use of land or a structure, or part thereof, shall not be sufficient to create any vested rights in the continuance of such a use.

(F) It is recognized that there may be additional circumstances where some vested rights have arisen which are not specified above.

**Section 15. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 16. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 17. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 18. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_DAY OF \_\_\_\_, 202\_\_.**

|                                 | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|---------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCILMEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember

\_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN  
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.**

|                                 | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|---------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCILMEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Lisa El-Ramey

\_\_\_\_\_  
Councilmember

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council, Town of Loxahatchee Groves

**FROM:** Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

**DATE:** Tuesday, May 6<sup>th</sup>, 2025

**SUBJECT:** Consideration of Approval on *Ordinance No. 2025-01 on First Reading. An Ordinance of the Town of Loxahatchee Groves, Florida, amending its code of ordinances by creating chapter 27 “Fireworks” to provide for regulations regarding the use of fireworks.*

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#### Background:

The use of fireworks in Town has raised ongoing concerns related to safety, noise, livestock disturbance, and impacts on rural quality of life. Residents have reported that fireworks, especially during major holidays, pose a threat to animals and create stress for families and veterans.

The Town has the authority under Section 791.08, Florida Statutes, to prohibit the use of fireworks to protect public safety and animal welfare. In response to community concerns and Council direction, staff have prepared Ordinance No. 2025-01 to formally restrict fireworks use in Town limits.

#### Ordinance Summary:

The proposed ordinance:

- Prohibits the use of fireworks except for approved public displays,
- Allow sparklers and other non-explosive items defined by state law,
- Provides exemptions for emergency and agricultural use,
- Establishes enforcement and appeal procedures.

#### Community Education & Enforcement:

To support the ordinance and encourage voluntary compliance, the Town will expand its public outreach efforts beyond signage and social media messaging to include:

- A-frame signs with interchangeable banners placed during peak holidays,

- Printed educational materials, website and social media updates, and e-blasts,
- Coordination with PBSO and Code Enforcement for visibility and response.

**Recommendation:**

Motion by the Loxahatchee Groves Town Council to approve *Ordinance No. 2025-01* for approval and first reading.

**ORDINANCE NO. 2025-01****AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING CHAPTER 27 “FIREWORKS” TO PROVIDE FOR REGULATIONS REGARDING THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves (“Town”) is a rural agrarian municipality located within Palm Beach County known for its equestrian culture and rural character; and

**WHEREAS**, the Florida Department of Commerce has designated the Town as a rural community; and

**WHEREAS**, in addition to its many horses, the Town is also home to an exotic animal sanctuary, a tropical bird refuge, dog rescues, veterinary offices, and other livestock; and

**WHEREAS**, it is well documented that horses and other animals are startled by loud noises and sudden flashing lights and are particularly frightened by fireworks; and

**WHEREAS**, it is very common for horses to gallop, sweat, and tremble when startled by the loud noise and flashing lights of fireworks, which can result in injury, illness, and possible death to animals and damage to property; and

**WHEREAS**, the Town is a heavily wooded community making it more susceptible to fire risks, particularly in its Agricultural Residential (AR) zoning district, which is largely comprised of wooded lots of five acres or more, and a local office of the Florida Forest Service is located within the Town’s boundaries; and

**WHEREAS**, it is well known that fireworks pose a significant fire risk and according to the National Fire Protection Association, fireworks start an average of 20,000 fires per year, resulting in more than \$100 million in property damage; and

**WHEREAS**, the U.S. Drought Monitor advises that 74% of Palm Beach County is currently experiencing a severe drought and 24% of Palm Beach County is currently experiencing an extreme drought, which significantly increases the fire risk and allows fires to spread more quickly and intensely; and

**WHEREAS**, the Town is home to a number of military veterans, some of whom may suffer from post-traumatic stress disorder (“PTSD”), whose PTSD may be exacerbated by the use of fireworks within the Town; and

**WHEREAS**, the Town has received numerous requests from residents and equestrians to help prevent and protect their horses and property from the negative effects of fireworks; and

**WHEREAS**, the use of fireworks within the Town, which is home to hundreds of equestrian residents, horses, equestrian related farms and service, and densely wooded canopies, and military veterans is detrimental to the health, safety, and welfare of the Town’s residents; and

**WHEREAS**, the Town Council believes it is necessary to enact regulations regarding fireworks; and

**WHEREAS**, this ordinance enacts regulations governing the use of fireworks; and

**WHEREAS**, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby creates Chapter 27 “Fireworks” to read as follows (additions in underline text):

## **CHAPTER 27 - FIREWORKS**

### **Sec. 27-1. – Discharge or use of fireworks, pyrotechnic devices and special effects.**

The discharge, firing or use of firecrackers, rockets, torpedoes, roman candles or other fireworks or substances designed and intended for pyrotechnic display, and of pistols, canes, cannons or other appliances using blank cartridges or caps containing chlorate or potash mixture, is prohibited. The use of pyrotechnic special effects, flame effects and/or similar devices inside buildings, tents, structures and/or other enclosed spaces is prohibited. Flame effects include, but are not limited to, batons, and/or torches fueled by liquid, solid or gaseous fuels; flame projectors which produce heat effects and/or flames; flash powders composed of fuel(s) and oxidizer(s); flares and similar devices. Pyrotechnic special effects include, but are not limited to, chemical mixtures used in the entertainment industry to produce visible, audible or thermal effects by combustion, deflagration or detonation. However, this Chapter shall not prohibit public outdoor fireworks/pyrotechnic displays where the permission of the Town Manager has been obtained, and for which a permit has been obtained from the applicable governmental agency, all financial bond requirements established by the Town, if any, have been satisfied, and other prescribed safety requirements have been met. Fireworks and sparklers shall have the same definition as set forth in Florida Statutes.

Except as otherwise set forth in this chapter the requirements set forth in Florida Statutes Chapter 791 shall govern.

### **Sec. 27-2. – Enforcement and penalties.**

(a) This chapter may be enforced by the Palm Beach County Sheriff's Office or by any law enforcement officer, Palm Beach County fire marshals or appropriate fire personnel, or Town code enforcement officers.



(b) *Penalties.* Violations may be enforced through the Town code enforcement process and pursuant to F.S. chapter 162 or as determined by the Palm Beach County Sheriff's Office in accordance with state statutes.

(c) *Violation.* Fireworks and sparklers that are used or being used in violation of this chapter are subject to confiscation by law enforcement authorities in addition to the other enforcement measures provided in this chapter.

(d) *Injunction of public nuisance or threat of irreparable harm.* The Town, in addition to any other remedies provided by law, may seek in a court of competent jurisdiction an injunction against any person or entity who uses fireworks and sparklers in violation of this section. In the event the Town is required to file suit for injunction to enjoin a violation of this chapter, if the Town prevails it shall be entitled to recover reasonable attorney fees and court costs in addition to any other relief granted.

**Section 3. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 4. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 5. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_ DAY OF \_\_\_\_, 2025.**

|                                  | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

LISA EL-RAMEY, COUNCIL MEMBER      ☐      ☐      ☐

PAUL COLEMAN II, COUNCIL MEMBER      ☐      ☐      ☐

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

|                                  | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PAUL COLEMAN II, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia, Seat 1

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Councilmember Lisa El-Ramey, Seat 2

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Councilmember Paul Coleman II, Seat 4

**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2009-003**

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA EXPRESSING ITS SUPPORT FOR THE FLORIDA LEGISLATURE TO REPEAL SECTION 10(5) OF CHAPTER 2007-67, LAWS OF FLORIDA WHICH ENACTED A MORATORIUM ON THE ABILITY OF A MUNICIPALITY, COUNTY, OR OTHER UNIT OF LOCAL GOVERNMENT'S RIGHT TO ADOPT REGULATIONS GOVERNING THE RIGHT TO PURCHASE, SELL, USE, OR POSSESS CONSUMER FIREWORKS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2007, the Florida Legislature passed Chapter 2007-67, Laws of Florida, which, in part, established the Consumer Fireworks Task Force ("Task Force") to study issues relating to the use of fireworks; and

**WHEREAS**, in addition to the establishment of the Task Force, Section 10(5) of Chapter 2007-67, Laws of Florida, specifically prohibited a municipality, county, or other unit of local government from adopting "... an ordinance, rule, or regulation, or other law after May 8, 2007, which directly prohibits or directly interferes with safety standards established by state law or the right to purchase, sell, use, or possess consumer fireworks in this state." (the "Moratorium"); and

**WHEREAS**, pursuant to Chapter 2007-67, Laws of Florida, if the Legislature had enacted legislation to provide for the comprehensive regulation of fire prevention and safety standards for the use of consumer fireworks on or before July 1, 2008, a municipality would have been permitted to adopt an ordinance regulating the right to purchase, sell, use or possess consumer fireworks; and

**WHEREAS**, on January 15, 2008, the Task Force submitted its final report; however, the Florida Legislature has not passed legislation to repeal the Moratorium, and as a result municipalities, counties, and other units of local government are unable to properly regulate the purchase, use, sale, and possession of consumer fireworks within their respective jurisdiction; and

**WHEREAS**, the Town of Loxahatchee Groves (the "Town"), like other local governments within the State of Florida has the authority under its home rule power to adopt regulations that are not inconsistent with the Florida Constitution or Florida Statutes; and

**WHEREAS**, the Town is a rural municipality, with many of its residents raising birds, horses, and other animals which are adversely affected by the use of fireworks; and

**WHEREAS**, the residents of the Town also seek peace and quiet, and would like to limit

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2009-003

the unauthorized use of consumer fireworks within the Town; and

**WHEREAS**, the Town Council finds that it would be in the best interest of the citizens and residents of the Town to have the legislature repeal the Moratorium which is currently in place with respect to a local government's ability to enact an ordinance which would regulate an individual's right to purchase, sell, use, or possess consumer fireworks; and

**WHEREAS**, the Town Council of the Town of Loxahatchee groves desires to communicate its findings to the Governor, the Senate President, and the Speaker of the House of the State of Florida, in an effort to have the Legislature repeal the Moratorium.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby expresses its support for the repeal of the moratorium contained in Section 10(5) of Chapter 2007-67, Laws of Florida, in order to provide municipalities, counties, and other units of local government to adopt ordinances or other regulations governing the purchase, sale, use, or possession of consumer fireworks in the State of Florida, and respectfully requests that the Florida Legislature consider the adoption of such legislation during the 2009 legislative session.

**Section 3.** The Town Clerk is directed to forward a copy of this Resolution to Governor Charlie Crist, the President of the Florida Senate, the Speaker of the House of the Florida State House of Representatives, the Chair and Members of the Palm Beach County Legislative Delegation, the Executive Director of the Palm Beach County Legislative Delegation, the Chair of the Palm Beach County Board of County Commissioners, each County Commissioner, the County Administrator, and the President of the Florida League of Cities.

# TOWN OF LOXAHATCHEE GROVES

## RESOLUTION NO. 2009-003

**Section 4.** All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and will in no way affect the validity of the remaining portions or applications remaining in full force and effect.

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED** by the Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 21<sup>st</sup> day of [REDACTED] 2009.

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

David Browning

Mayor David Browning

Marge Herzog

Vice Mayor Marge Herzog

[Signature]

Council Member

[Signature]

Council Member

[Signature]

Council Member

APPROVED AS TOWN ATTORNEY  
D. C. [REDACTED]

Office of the Town Attorney

SSG:DNT:dnt

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# Rare bird, spooked by fireworks, thrashes itself to death

By [DON JORDAN](#)

Palm Beach Post Staff Writer

Thursday, January 01, 2009

LOXAHATCHEE GROVES — Fireworks used to ring in the New Year instead led to a horrific scene at a local wildlife conservation center, officials said.

Workers at the Rare Species Conservatory Foundation doing a routine morning check-up today discovered a dead red-browed Amazon parrot with severe head and face injuries.



Red-browed Amazon parrot

It was obvious from the bird's injuries that it had thrashed itself to death against its enclosure, said Paul Reillo, director of the conservation center.

The parrot was part of a recovery project to breed the rare species and reintroduce it to its natural habitat in the lowland humid forests of Brazil. The wild population is estimated to be between 1,000 and 2,500 birds, according to Birdlife International, an international conservation organization.

Reillo said the birds and other animals always get spooked by the fireworks, but this is the first time an animal has reacted so violently.

"We're doing everything we can to save these species and the lack of enforcement on fireworks regulations is basically undoing our best efforts," he said. "In the middle of the night, they're not expecting blasts and fireworks and gunshots. It's getting worse every year."

All but two of the entire North American population of the bird in captivity live at the conservation center. The male parrot that died was healthy and "essential to the breeding program," Reillo said.

"It's genetics were well-documented," he said. "This guy could have lived to be 50 or 60 years old and could have produced a generation of wildlife. The tragedy is that this animal's life is sacrificed for absolutely no reason."

Law enforcement officials said they are aware of the fireworks problem in the western communities, where the loud blasts agitate horses and other animals, but have a hard time enforcing the regulations. Fireworks that leave the ground or explode are illegal, but loopholes exist, such as using the fireworks to frighten birds away from agricultural areas.

An officer must observe a person firing off illegal fireworks in order to take action, Palm Beach County Sheriff's Office spokeswoman Teri Barbera said.

Deputies often meet with local homeowners associations before the Fourth of July to discuss fireworks regulations and safety, she said.

"It's been an ongoing problem out there," said Barbera, adding that there were more fireworks going off near her Royal Palm Beach home on New Year's Eve than she had "ever seen in years past."

Wellington resident Kathy Bozich counted down to the New Year from her horse Kapoen's stable on Draft Horse Lane Wednesday night, fearing a repeat of the "major issues" she had this summer.

"The Fourth of July was like bombs going off," Bozich said. "He went berserk."

Reillo said the public needs to be aware of the potential consequences of shooting off illegal fireworks.

"Any excuse for a holiday, and it's like Baghdad out here," he said. "It comes at a terrible cost."



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine L. Ramaglia, Town Manager**

**DATE: May 6, 2025**

**SUBJECT: Ordinance No. 2025-02 Amending Chapter 38 re Solid Waste of the Town's Code of Ordinances**

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**Background:**

This item presents Ordinance 2025-02, updating the Town's solid waste regulations in Chapter 38 of the Town Code. The goal is to modernize definitions, strengthen service and enforcement standards, and ensure the Town remains compliant with state law. Approval will support the Town's ongoing efforts to maintain solid waste oversight, including livestock waste, in compliance with Florida law.

Key updates in Ordinance 2025-02 include:

- Clear definitions for residential, commercial, bulk, vegetative, construction and demolition (C&D), special, and livestock waste.
- Requirements for livestock waste to be stored and collected in watertight, covered roll-off containers.
- Enforcement tools to address improper disposal and public nuisances.
- Updated standards for solid waste billing, lien collection, and franchise oversight.

This ordinance supports the Town's *transition to a non-exclusive franchise system for livestock waste haulers*, which is being brought forward for discussion separately under the Livestock Waste Franchise Program item. State law now prohibits towns from using permit or registration systems for livestock waste. However, the change in state law does not prohibit the Town from entering into one or more franchise agreements for livestock waste removal and related services.

**Recommendation:**

Staff recommends approval of Ordinance 2025-02 on first reading and scheduling the matter for second reading at the June 3, 2025 meeting.



## ORDINANCE NO. 2025-02

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I “IN GENERAL,” ARTICLE II “IMPROPER DISPOSAL OF WASTE MATERIALS,” AND ARTICLE III “COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED,” ALL OF CHAPTER 38 “SOLID WASTE,” OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves, 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 is empowered to provide for the health, safety, and welfare of the residents and visitors of the Town of Loxahatchee Groves; and

**WHEREAS**, the Town Council believes it is necessary to modify its current regulations for the collection and disposal of waste; and

**WHEREAS**, the Town Council believes that the modifications will enhance the ability of the Town to ensure appropriate levels of service are provided and used within the Town; and

**WHEREAS**, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby amends Article I, In General, of Chapter 38, Solid Waste, Loxahatchee Groves Code of Ordinances, as follows:

### **Sec. 38-1. Definitions**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Biomedical or biohazardous waste:* As defined by F.S. § 403.703(2), as may be amended.

*Biological waste:* As defined by F.S. § 403.703(3), as may be amended.

*Bulk waste:* Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of bulk waste. No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup.

*Cart:* A curbside container meeting the town's specifications intended for collection via automated or semi-automated means to be supplied by the franchisee to households receiving curbside residential solid waste collection service.

*Collection:* The process whereby commercial solid waste, residential solid waste, C & D, livestock waste, and/or recyclable material is gathered and transported to a designated facility.

*Collection service(s):* The collection of commercial solid waste, residential solid waste, C & D, livestock waste, and/or recyclable material by the town or a franchisee.

*Commercial solid waste:* Garbage and trash that is generated by uses other than residential uses or by a combination of residential and other uses on the same property within the town. Commercial solid waste does not include bulk waste, vegetative waste, special waste, C & D, livestock waste, or recyclable materials.

*Commercial solid waste collection service:* The collection of commercial solid waste within the town.

*Compactor:* Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

*Construction and demolition debris (C&D):* As defined by F.S. § 403.703(6), as may be amended.

*Container* Includes any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the town manager, in writing.

*Dwelling unit:* Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed hotel or motel unit.

*Franchisee:* A person or entity that has entered into an agreement with the town to provide commercial solid waste, residential solid waste, C&D, livestock waste, and/or recycling collection services for the town.

*Garbage:* All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities but shall not include vegetative waste or special waste.

*Hazardous waste:* As defined by F.S. § 403.703(14), as may be amended.

*Land clearing:* The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping,

bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

*Livestock waste:* Wastes composed of excreta of animals and residual materials that have been used for bedding, sanitary, or feeding purposes for such animals. For purposes of this article, livestock waste that has been properly composted shall not be considered livestock waste.

*Pyrolysis:* A process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:

- (1) Crude oil, diesel, gasoline, home heating oil, or another fuel.
- (2) Feedstocks.
- (3) Diesel and gasoline blend stocks.
- (4) Chemicals, waxes, or lubricants.
- (5) Other raw materials or intermediate or final products.

*Pyrolysis facility:* A facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.

*Recovered materials:* Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

*Recyclable materials (recyclables):* Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

*Recycling cart:* A container intended for recyclables collection with a 95 gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the franchisee's collection vehicles and containing not over 250 pounds.

*Recycling container:* shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of recovered materials.

*Recycling collection service:* The collection of recyclable materials by the town or its franchisee from residential or commercial sites, and the delivery of those recyclable materials to an authority recovered materials processing facility or designated authority transfer station.

*Residential solid waste:* Garbage and trash that is generated from residential uses within the town. Residential solid waste does not include bulk waste, vegetative waste, special waste, C & D, livestock waste, or recyclable materials.

*Residential solid waste collection service:* Collection of residential solid waste within the town.

*Sludge:* The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

*Solid waste:* means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in F.S. § 403.703(28) and post-use polymers as defined in F.S. § 403.703(24) are not solid waste.

*Solid waste authority disposal facility:* A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the authority.

*Source separated:* Recovered materials that are separated from solid waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a container located where the materials are generated and when such materials contain more than ten percent solid waste by volume or weight, in which case the materials are solid waste. The term "various types of recovered materials" means metals, paper, glass, plastic, textiles and rubber.

*Special services:* Any services requested or required by the customer which are in addition to or a change in, the subscribed collection service.

*Special waste:* Solid wastes that can require special handling and management, including, but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

*Trash* shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.

*Vegetative waste* shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

*Waste:* shall mean any or all of the types of waste more specifically defined in this section.

#### **Sec. 38-12. ~~Solid waste~~ Collection fees; billing; payment; enforcement effect of failure to pay.**

- (a) The town shall have the power to create, install, improve, maintain and fund any and all costs associated with establishing and operating a system of providing a solid waste collection services program (solid waste collection program) ~~for residential and/or commercial service~~ to the property owners, residents and citizens of the town. The recipients of the town's solid waste collection program will enjoy protection and enhancement of public health and safety by the provision of reliable and effective service to persons who own or use such property, and enrichment of property value and minimization of potential liability attendant with the use of the assessed property.

- (b) Fees for ~~trash service, the waste collection program,~~ including costs for collection, and administration fees necessary to provide the ~~solid waste collection services~~ program, as shall be established by resolution of the town council; shall be collected by the town for the trash collection service within the town. The town may also provide, by agreement, for the billing and collection of the town's fee for ~~trash~~ the waste collection service program, or any portion thereof, by another governmental entity. The town may provide for the inclusion of such administrative fees to fund the billing and collection of the charges for ~~the solid waste collection service program~~ in any bill sent to property owners within the town. ~~Any residential owner or lessee, apartment owner or owner-operator of a commercial establishment who shall fail to make appropriate payment for trash collection service shall have his trash collection service terminated. Any residential owner or lessee, apartment owner or owner operator of a commercial establishment whose trash collection service shall be so terminated shall be deemed in violation of this chapter and upon conviction of such violation shall be punished as provided by in this Code.~~
- (c) The town shall have the ability to charge property owners who receive a certificate of occupancy for a residential structure or dwelling unit after the residential solid waste collection services non ad-valorem assessment roll has been provided to the tax collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.
- (e-d) Any property owner or lessee, who shall fail to make appropriate payment for the waste collection program shall be deemed to be in violation of this chapter and have his collection program service terminated. If a property owner fails to pay for ~~garbage~~ collection services, or to adequately provide for ~~garbage~~ collection services in accordance with this chapter, the town shall have the right to institute code enforcement or other legal proceedings, and/or may enter upon the premises, remove garbage, trash or construction or other waste and charge the owner the cost to the town for such services in accordance with Chapter 30 of this Code and/or any other legal process available to the town. ~~Billing for collection shall be on a per pickup basis. The town shall forward to the owner at his last known address a copy of the charges for such collection, including any delinquency charges, and, if same is not paid within 30 days after such notice is mailed, the same shall be and constitutes a lien upon the property in question.~~
- (d) ~~The town attorney may institute foreclosure proceedings to foreclose any lien imposed pursuant to subsection (b) of this section. The owner of the property against which the lien exists shall be liable to the town for a reasonable attorney's fee to compensate its attorney for services in collecting the amounts due on said lien, together with all costs occasioned in foreclosing said lien, and the same shall be decreed to be a lien upon the lands described and shall be collected at the time and in the manner provided for the collection of the amount evidenced by said lien. The decree rendered in such case for the enforcement and collection and the amount due thereunder shall determine the principal, interest, costs, and attorneys' fee to be chargeable against each property so encumbered, which amounts shall constitute a lien against the property described. In foreclosing such liens, the town may pursue and follow any recognized process to enforce liens and any number of assessment liens against the same owner or occupant may be foreclosed in one proceeding.~~
- (e) ~~The lien in favor of the town upon the property for all unpaid services, interest, attorneys' fees, and court costs shall have priority over all other liens and encumbrances, except state, county, and municipal taxes, and shall be on parity with the lien of such state, county, and municipal taxes.~~

**Secs. 38-23—38-20. Reserved.**

**Section 3.** The Town of Loxahatchee Groves hereby amends Article II, Improper Disposal of Waste Materials, of Chapter 38, Solid Waste, Loxahatchee Groves Code of Ordinances, as follows:

***ARTICLE II. IMPROPER DISPOSAL OF WASTE MATERIALS. ENFORCEMENT.***

**Sec. 38-21. Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Improper Disposal* means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste material into or upon any land or water so that such waste materials or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwaters, or otherwise enter the environment.

*Public nuisance* means the unreasonable, unwarranted and/or unlawful activity and/or use of property, which causes inconvenience or damage to others, either to individuals and/or to the general public.

*Waste materials* means ash residue, biomedical waste, biological waste, Class I waste, Class III waste, commercial solid waste, construction and demolition debris, contaminated soil, garbage, hazardous waste, household waste, industrial byproducts, industrial solid waste, leachate, liquid waste, oily waste, recovered materials, recyclable materials, sludge, solid waste, special wastes, and white goods, all as defined in F.S. § 403.703 and F.A.C. 62-701.200, incorporated herein and attached hereto as Composite Exhibit "A". The definitions in this article shall be deemed amended upon the amendment of F.S. § 403.703, and F.A.C. 62-701.200.

**Sec. 38-22. Prohibition of depositing or disposing of waste materials.**

The improper disposal of waste material, including, without limitation, receiving, spreading or storing such waste material on property, or of any other item for which the property owner receives a tipping fee or similar compensation to receive such item for disposal or depositing, within the corporate limits of the town, is prohibited.

**Sec. 38-23. Nuisance.**

A violation of this article is deemed by the town council to be a public nuisance.

**Sec. 38-24. Violation of state laws.**

The town council specifically finds that a violation of this article presents a public nuisance for purposes of enforcement of F.S. § 403.413, and law enforcement officers charged with the enforcement of state and local laws within the town shall strictly enforce F.S. § 403.413.

**Sec. 38-25. Enforcement.**

This chapter article shall be enforced as follows:

- (1) ~~Law enforcement officers are authorized to enforce this article.~~
- (2) ~~In addition to penalties resulting from a violation of F.S. § 403.413, the fines for violations of this article by drivers of vehicles of waste materials disposed in violation of this article shall be:~~

| <del>First Offense</del>            | <del>Second Offense</del> | <del>Third Offense</del> | <del>All Additional Offenses</del> |
|-------------------------------------|---------------------------|--------------------------|------------------------------------|
| <del>\$100.00</del> <u>\$250.00</u> | <del>\$250.00</del>       | <del>\$400.00</del>      | <del>\$500.00</del>                |

- (3) ~~The town may also file charges for any offense in a court with jurisdiction, in which case the penalty shall be a fine of \$500.00, imprisonment not to exceed 60 days, or both, for each violation of this article. The town shall recover its costs of prosecution, including attorneys' fees, filing fees, and personnel costs for law enforcement and town employees.~~
- (4) ~~To the extent authorized by law, the town administration is authorized to use the town's code enforcement process to enforce violations of this article where a law enforcement officer has not otherwise issued violations of F.S. § 403.413, or of this article. In such instances, the fine shall be the maximum permitted by law. The town shall recover its costs of prosecution, including attorneys' fees, filing fees, and personnel costs for law enforcement and town employees.~~
- (1) Any violation of this chapter shall be subject to enforcement pursuant to Chapters 14 and 30 of this Code, as well as any other legal action available to the town including but not limited to injunctive relief.
- (52) Each day a violation remains constitutes a separate violation of this article.
- (63) The town manager shall may report any violation of this article to state, county, and other regulatory agencies which he deems appropriate and request review by such agencies for any additional violations of local, state or federal laws and regulations.

**Secs. 38-26—38-53. Reserved.**

**Section 4.** The Town of Loxahatchee Groves hereby amends Article III, Collection of Waste; Franchises and Registration of Contractors Authorized, of Chapter 38, Solid Waste, Loxahatchee Groves Code of Ordinances, as follows:

***ARTICLE III. COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS RECOVERED MATERIAL DEALERS AUTHORIZED***

**Sec. 38-54. Definitions. Reserved.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Biomedical or biohazardous waste:* As defined by F.S. § 403.703(2), as may be amended.

*Biological waste:* As defined by F.S. § 403.703(3), as may be amended.

*Bulk waste:* Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of bulk waste. No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup. The term "bulk waste" may be used interchangeably with the term "bulk trash."

*Business days:* Monday through Saturday, except for holidays.

*Cart:* A curbside container meeting the town's specifications intended for collection via automated or semi-automated means to be supplied by the contractor to households receiving curbside residential solid waste collection service.

*Collection:* The process whereby solid waste, garbage, trash, bulk trash, vegetative waste or recovered material is gathered and transported to a designated facility.

*Commercial recycling collection service:* The dual stream recycling collection of recovered materials by the contractor for entities within the service area that are not serviced by residential recycling collection service.

*Commercial solid waste:* Shall include solid waste that is not residential solid waste.

*Commercial solid waste collection service:* The collection of commercial solid waste within the service area. Such service includes both containers and compactors, but does not include roll-off collection services.

*Compactor:* Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

*Construction and demolition debris (C&D):* Materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

*Container:* Includes any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the town manager, in writing.

*Contractor:* A person or entity that has entered into an agreement with the town to provide solid waste and recycling collection services for the town.

*Dwelling unit:* Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed hotel or motel unit.

*Garbage:* All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include vegetative waste or special waste.



~~*Hazardous waste:* A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.~~

~~*Household hazardous waste (HHW):* Solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.~~

~~*Land clearing:* The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.~~

~~*Pyrolysis:* A process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:~~

- ~~(1) Crude oil, diesel, gasoline, home heating oil, or another fuel.~~
- ~~(2) Feedstocks.~~
- ~~(3) Diesel and gasoline blend stocks.~~
- ~~(4) Chemicals, waxes, or lubricants.~~
- ~~(5) Other raw materials or intermediate or final products.~~

~~*Pyrolysis facility:* A facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.~~

~~*Recovered materials:* Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste. Recovered materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile or rubber). Among other things, unsorted construction and demolition debris is not a recovered material.~~

~~*Recyclable materials (recyclables):* Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.~~

~~*Recycling cart:* A container intended for recyclables collection with a 95 gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the contractor's collection vehicles and containing not over 250 pounds.~~

~~*Recycling container:* shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of recovered materials.~~

~~*Residential recycling collection service:* The collection of recovered materials by the town or its contractor from all dwelling units in the service area that also receive residential solid waste collection service for solid waste, and other dwelling units as designated by the town, and the delivery of those recovered materials to an authority recovered materials processing facility or designated authority transfer station.~~

~~*Residential solid waste collection service:* Residential solid waste and vegetative waste collection service for all dwelling units from which garbage is collected at curbside or roadway and delivery to an authority designated disposal facility or transfer station.~~

~~*Residential user:* A person, including, but not limited to, owners, lessees, and sublessees utilizing a building, a portion thereof, specifically designed for and used for occupancy of that person. For the purposes of this agreement, residential user shall include users of single family, dwellings.~~

~~*Residue:* The portion of the recyclable materials stream accepted by the contractor that is not converted to recovered materials due to breakage and/or transportation or processing inefficiencies.~~

~~*Roll off collection service:* The collection of C&D only roll off containers, or the collection of C&D by other mechanical means, within temporary locations in the service area, limited to new construction sites and remodeling or refurbishment sites.~~

~~*Service area:* The corporate limits of the Town of Loxahatchee Groves, Florida for which the contractor has been granted this agreement.~~

~~*Sludge:* A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.~~

~~*Solid waste:* As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Residential solid waste and commercial solid waste, but shall not include special waste, as defined in this agreement, or recovered materials. Solid waste shall mean bulk waste, garbage, rubbish, refuse, trash, vegetative waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this agreement shall not include special waste.~~

~~*Solid waste authority disposal facility:* A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the authority.~~

~~*Source separated:* Recovered materials that are separated from solid waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a container located where the materials are generated and when such materials contain more than ten percent solid waste by volume or weight, in which case the materials are solid waste. The term "various types of recovered materials" means metals, paper, glass, plastic, textiles and rubber.~~

~~*Special services:* Any services requested or required by the customer which are in addition to or a change in, residential solid waste collection service or residential recycling collection service, as set out or similar to those listed in Exhibit I as may be amended from time to time.~~

~~*Special waste:* For the purposes of this agreement, special waste refers to wastes that can require special handling and management, including but not limited to, biohazardous waste, biological waste, hazardous waste, lead acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, sludge, dead animals, livestock waste, septic tank waste. Special waste may also include items determined by the town manager to be reasonably unmanageable.~~

~~*Trash* shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.~~

~~*Vegetative waste* shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative waste, except palm fronds, must be no more than six feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight feet in length or 50 pounds in weight.~~

### **Sec. 38-55. Franchise for collection of solid waste and residential recycling collection services.**

- (a) The town may enter into ~~an exclusive~~ one or more franchises for the collection services, which may include any or all of commercial solid waste collection service, residential solid waste collection service, C&D debris collection service, livestock waste removal and/or hauling service, recycling collection service, vegetative waste collection service, and/or bulk waste collection service. ~~of solid waste and residential recyclable materials from all locations in the town to the extent not prohibited by state law or may enter into any number of franchises that the town determines is in the best interest of the town. The town may combine or separate collection services as needed for purposes of solicitation and entering into franchise agreements. The town may enter into any number of franchises that the town determines is in its best interest.~~
- (b) In the event that the town grants an exclusive franchise, or any number of franchises, all collection within the town shall be performed by the applicable franchisee(s). ~~contract, or a solid waste or recyclable materials collection entity is not granted a franchise by the town and has existing contracts within the town, then only existing contracts as of June 5, 2018, for solid waste collection services and residential and recyclable materials collection services are exempt until such time as the contract expires at which time the customer/property owner must use a solid waste collection entity that is franchised by the town.~~
- (c) The town council may require franchisees ~~businesses performing solid waste collection, disposal, and recycling services within the town~~ to pay a franchise fee to the town, in an amount determined by the town council, for the privilege of conducting and operating solid

~~waste collection, disposal, and recycling services on the public streets, roads, alleys, and other thoroughfares of the town. The franchise fee, as indicated below, shall be based on a percentage of the amount charged for solid waste collection, that is described in a franchise agreement between the town and a contractor franchisee. Any franchise fee required by the town council shall be paid to the town in a manner and an amount as set forth in a franchise agreement with the contractor franchisee.~~

**Sec. 38-56. Collection to be by town or franchisee; subscriptions required.**

- (a) ~~Each residential~~ The owner, or lessee, or other legal occupant of each property within the town each apartment owner and each owner-operator of a non-residential use shall subscribe to a regularly scheduled solid waste collection services or recyclable materials collection service as may be provided either by the town or by such private individual or concern as may be franchised by the town the town's franchisee, except as may be exempted by town ordinance or state law. Separate service is required for each residential dwelling unit or for each property, as applicable. The levels of necessary service shall be determined based upon the use of the property. Any collection services in addition to regularly scheduled collection services shall be scheduled through the town or the town's franchisee. Verification of adequate solid waste and recyclable collection services must be provided to the town upon the town's request. Determination of the type and adequacy of service based on the use of the property is in the sole discretion of the town.
- (b) No individual, corporation or other entity will be permitted to ~~collect solid waste or recyclable materials~~ provide collection services within the town either on a regularly scheduled basis or, alternatively, on a non-scheduled short-term, or temporary, basis unless such individual, corporation or other entity is properly franchised by the town, except as may be required or exempt by state law or town ordinance.

**Sec. 38-57. Solid waste collection special assessments shall constitute a lien on improved real property.**

All residential solid waste collection special assessments imposed against the owners of assessed dwelling units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the town.

**Sec. 38-58. Containers required.**

~~Each dwelling unit shall be required to have a town approved garbage container. It shall be unlawful within the town for any person to place any solid waste or vegetative waste out for collection unless such solid waste or vegetative waste is in a container, if such container is required~~

and approved by the town council. ~~A garbage can may not be used if a container has been required and approved by town council.~~

- (a) Unless otherwise exempted by this article, ~~Each each dwelling unit~~ property within the town shall be required to have use a town approved garbage container for the collection service. It shall be unlawful within the town for any person to place any solid waste, C & D, livestock waste or vegetative waste recyclable material out for collection unless such solid waste, C & D, livestock waste or vegetative waste recyclable material is in a the required container, if such container is required and approved by the town council.
- (b) Residential sold waste must be placed in a garbage can, cart or other container, unless restricted by the town. If a cart has been approved by the town, no other container may be used. No property shall be issued more than two carts. If a property requires more than two carts due to the number of dwelling units or occupied recreational vehicles on the property, the property owner or legal occupant must subscribe to commercial collection service instead of residential collection service. ~~A garbage can may not be used if a cart has been required and approved by town council.~~
- (c) Commercial solid waste must be placed in a dumpster, compactor, or other container authorized by the franchise agreement for collection. Commercial solid waste will not be collected in a roll-off container.
- (d) C & D debris must be placed in a roll-off container for collection, except as provided in section 38-61.
- (e) Livestock waste must be placed in a roll-off container for collection. Roll-off containers used for livestock waste must contain an attached lid or cover and be watertight at all times.
- (f) Recyclable materials must be placed in a recycling cart or recycling container for collection.
- (g) Bulk waste and vegetative waste are not required to be placed in a container for collection.

### **Sec. 38-59 Precollection procedures generally; Private Roads.**

- (a) The placement of ~~garbage~~ any waste or recyclable materials, other than bulk waste or vegetative waste, in a loose and uncontained manner ~~on the roadside, swale, other locations adjacent to the roadway, or in dumpster enclosures~~ shall be strictly prohibited.
- (b) No person shall place for ~~curbside~~ collection any ~~garbage, bulk waste, vegetative waste,~~ or recyclable materials upon any property other than the property on which it was generated in the swale or area adjacent to and directly in front of the same property from which the garbage, bulk waste, vegetative waste, or recyclable materials, was generated or accumulated, unless a separate predetermined location has been approved by the town and the town's ~~contractor~~ franchisee.
- (c) All ~~garbage containers~~ waste and recyclable materials, when placed for curbside collection, shall be at ground level, ~~not within the roadway,~~ within the swale or any part of the front yard or side yard abutting the road right-of-way, clear of the roadway, and immediately accessible to collection crews.

- (d) No person shall place any ~~garbage containers, or any accumulation of garbage, bulk or vegetative waste~~ or recyclable materials for collection in any portion of a roadway, right-of-way or upon private property in any part of a front yard or a side yard abutting a right-of-way except during the time periods and in the locations as allowed by this article. ~~No person in possession of real property shall allow any garbage containers or roll out cart, or any accumulation of garbage, bulk waste or vegetative waste to remain in any portion of a roadway or right-of-way abutting his/her property to the centerline of the roadway or right-of-way, or in any part of the front yard or side yard abutting the roadway or right-of-way, except during the day scheduled for collection or as otherwise set forth in this article.~~
- (e) Private roads shall be fully accessible to the town's ~~contractor~~ franchisee and equipment in order for collections to be made by the town's ~~contractor~~ franchisee without delay.
- (f) ~~Unacceptable materials shall be stored and properly disposed of by the person responsible for their generation or accumulation.~~
- (g) ~~Hazardous wastes shall be stored and properly disposed of by the person responsible for their generation or accumulation.~~

**Sec. 38-60. Hours when ~~garbage, etc.,~~ waste may be placed out for collection.**

It shall be unlawful within the town for any person to place any ~~solid~~ waste or recyclable materials adjacent to the public road used for access to the property any earlier than 6:00 p.m. on the day before the scheduled ~~solid waste~~ collection day applicable to such person's property. It shall be unlawful within the town for any person to fail to remove from the public roadway used for access to the property or adjacent to such public roadway any container within 24 hours of the day following the scheduled ~~solid waste or recyclable materials~~ collection day applicable to such person's property. All ~~solid~~ waste and recyclable materials must be placed out for pick up no later than 7:00 a.m. on the day of the collection service.

**Sec. 38-61. Construction and demolition debris (C & D).**

~~Collection of construction and demolition debris may be made part of the town's exclusive franchise agreements for solid waste collection.~~

~~Construction and demolition debris originating prior to, during, or subsequent to the construction of new buildings, alterations or additions to existing buildings of whatsoever type or from demolition of existing structures will not be collected under the town's residential service. Removal of these construction and demolition debris is the responsibility of the building contractor or installer.~~

~~Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) which meet the requirements for trash collection must be bundled, bagged or boxed and will be collected at curbside. Discarded lumber pieces must be no longer than four feet without nails. Larger materials may be picked up by special request at an additional charge from the contractor.~~

(a) Except as provided in subsection 38-61(b), C & D shall be removed by the contractor or installer performing the construction or demolition activities or by the town's C & D franchisee in accordance with the C & D franchise agreement.

(b) Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) must be bundled, bagged or boxed and will be collected at curbside as part of residential solid waste service. To qualify for such curbside pickup, lumber pieces must be no longer than four feet and without nails.

#### **Sec. 38-62. Registration of recovered material dealers.**

- (a) A recovered materials dealer or pyrolysis facility must register with the town before engaging in business within the jurisdiction of the ~~local government~~ town. Such registration process is limited to requiring the dealer or pyrolysis facility to:
  - (1) Register its name, including the owner or operator of the dealer or pyrolysis facility, and, if the dealer or pyrolysis facility is a business entity, its general or limited partners, its corporate officers and directors;
  - (2) Its permanent place of business;
  - (3) Evidence of its certification under F.S. § 403.7046, and;
  - (4) A certification that the recovered materials or post-use polymers will be processed at a recovered materials processing facility or pyrolysis facility satisfying the requirements of F.S. § 403.7046.
- (b) The town shall charge the dealer or pyrolysis facility a registration fee commensurate with and no greater than the cost incurred by the local government in operating its registration program, as established by resolution by the town council. Registration program costs are limited to those costs associated with the activities described in this article.
- (c) The town's reporting or registration process with regard to recovered materials or post-use polymers is governed by F.S. § 403.7046 and rules of the Florida department of environmental protection or any successor agency performing a like function, adopted pursuant to F.S. § 403.7046.
- (d) The town may temporarily or permanently revoke the authority of a recovered materials dealer to do business within the town. If the town believes that the recovered materials dealer finds the recovered materials dealer has consistently and repeatedly violated state or local laws, rules, regulations, and the town's ordinances, it shall notice the recovered materials dealer of the charges and schedule a hearing before the town's special magistrate using the notice and hearing process of F.S. ch. 162.

#### **Sec. 38-63. Recycling program.**

- (a) ~~Residential collection~~ Collection.
  - (1) *Paper goods.* Paper goods placed out for collection as recyclable materials shall be segregated from all other solid waste material by all residential units not using containerized refuse service. ~~It shall be in a container provided by the town's contractors and placed out for collection in recycling car or container according to a scheduled day established by the town along with all other solid waste or next to the container or garbage can used by such solid waste customers.~~ Recyclable materials shall not be placed in plastic bags, and adequate precaution shall be made to prevent newspapers from being scattered by the elements.

- (2) *Clear glass and aluminum cans.* All clear glass and aluminum cans placed out for collection as recyclable materials shall be segregated from all other waste placed in the container provided for by the contractor of the town and placed out for collection in a recycling cart or container according to a scheduled day established by the town along with all other solid waste or next to the container or garbage can used by solid waste customers. No other waste besides clear glass and aluminum cans shall be placed in the container that is provided for by the town.
- (3) Recyclable materials will be collected by the town's franchisee in accordance with the franchise agreement for recycling collection services.
- (b) *Unauthorized collection.* It shall be a violation of this section for any person not authorized by the town to collect or remove any recyclable materials as provided for above which has been specifically placed for collection in any recycling container in any residential area of the town.

### **Sec. 38-64. Vegetative waste; community piles.**

- (a) *Standard Residential Collection.* Vegetative waste shall be collected from residential areas subscribers as set forth in the franchise agreement between the town and its contractor franchisee for residential solid waste collection service and as approved by the contract administrator. Vegetative waste shall be placed in the swale or adjacent to the pavement or travel way of the road. No more than six cubic yards of vegetative waste shall be placed out for pickup at a time. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative waste, except palm fronds, must be no more than six feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight feet in length or 50 pounds in weight.

~~In the event of a dispute between the contractor and a customer as to what constitutes vegetative waste, the situation will be reviewed and decided by the town manager, whose decision shall be final.~~

- (b) *Community Piles.* The town may provide for the establishment of one or more community piles that may be used by more than one property owner for residential vegetative waste as approved by the town. Vegetative waste shall be collected from community piles as a separate service and in accordance with the franchise agreement between the town and its franchisee for collection from community pile sites.
- (b c) *Commercial Collection.* Vegetative waste shall be collected from commercial subscribers as set forth in the franchise agreement between the town and its franchisee for commercial solid waste collection service.
- ~~(b) Vegetative waste may not be placed adjacent to the pavement or travel way of the road at time periods or at locations outside of those allowed by this article. In the event this occurs, the town's contractor may collect the vegetative waste and charge a fee as set forth in the franchise agreement with the contractor if requested by the customer.~~



**Sec. 38-65. Bulk ~~trash~~ waste.**

- (a) It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance, refrigerator or container with any doors, lids or closures of any type in place. This prohibition shall not apply to any appliance, refrigerator or container at a commercial establishment which has been placed on or adjacent to the rear of the building and is crated, strapped or locked to an extent that it is impossible for a child to obtain access to any compartment thereof.
- (b) ~~If bulk trash is placed adjacent to the pavement or travel way of the street/alley at time periods or at locations outside of those allowed by this article, the town's contractor may collect the bulk trash and charge a fee as set forth in the franchise agreement with the contractor if requested by the customer.~~ Bulk waste shall be collected in accordance with the franchise agreement between the town and its franchisee for residential or commercial solid waste collection service, as applicable.

**Sec. 38-66. Interim rates for new structures. Reserved.**

~~The town shall have the ability to charge property owners, who receive a certificate of occupancy after the solid waste collection services non ad valorem assessment roll has been provided to the tax collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.~~

**Sec. 38-67. Community piles. Reserved.**

~~The town may provide for the establishment of vegetative piles that may be used by more than one property owner for residential vegetative waste as approved by the town and its contractor.~~

**Sec. 38-68. Livestock waste.**

- (a) Livestock waste will be collected as a separate service by the town's livestock waste franchisee in accordance with the livestock waste franchise agreement.
- (b) No other waste shall be placed or stored in the livestock waste collection container. Any waste, other than livestock waste, placed or stored in the livestock waste collection container must be removed by the property owner, lessee, or other legal occupant of the property prior to collection of the livestock waste by the franchisee. The franchisee will not collect a livestock waste collection container that contains other waste.

**Sec. 38-69. Special waste.**

Special waste that is not collected by the town or its franchisee(s) shall be properly stored and disposed of by the person responsible for its generation or accumulation or by subscription to special services.

**Section 5. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 6. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 7. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 8. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

[Remainder of the page intentionally blank.]

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_ DAY OF \_\_\_\_\_, 2025.**

|                                  | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PAUL COLEMAN II, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

|                                  | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| ANITA KANE, MAYOR                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MARGARET HERZOG, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LISA EL-RAMEY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PAUL COLEMAN II, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

# TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



## AGENDA MEMO

**TO:** Town of Loxahatchee Groves, Town Council

**FROM:** Community Standards Department - Planning and Zoning Division

**THRU:** Francine Ramaglia, Town Manager

**DATE:** June 3, 2025

**SUBJECT:** Ordinance No. 2025-07 - Building Height Ordinance

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### Background:

The Town of Loxahatchee Groves ("Town") defines building height as follows, in Article 10 of the Unified Land Development Code:

*Height.* For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip, and gambrel roofs, and to the highest point of any non-roofed structure. Sign height is defined within Article 90, "Signs." The height calculation of structures placed on berms shall include the height of the berm".

The Planning and Zoning Board and Town Council reviewed this definition at public meetings, which resulted in a request to limit all development to a maximum of two (2) stories. Presently, the height limitation is 35 feet in the Residential, Commercial, and Institutional and Public Facilities zoning districts, and 25 feet in the Parks and Recreation and Conservation zoning districts.

### Analysis:

Height limits are a regulatory control on development found in almost every municipality zoning code in the United States. Zoning codes can regulate the height of new buildings depending specifically on geographic area as well as development types and land uses.

Height limits set the upper boundary of the building envelope for a given zone or parcel. They are typically justified for the following reasons:

1. Protection from fire hazards.
2. Protection against aviation accidents.
3. Protection of view.
4. Protection of the character of the neighborhood.
5. Protection of light and air.

Height limits are a frequent source of contention and controversy during development approval processes and planning and zoning processes, because height limits are a key factor in determining the number of stories a building can contain. Combined with measures of density (like dwelling unit per acre) and development intensity (like floor-area ratio and minimum lot size), height limits are a specific and frequent starting point for debates which is what occurred in the Town.

The proposed zoning text amendment includes additional language for each zoning district to ensure that no more than two (2) stories are permitted in any district regardless of the overall height allowance. As proposed, the lesser of two (2) stories or the overall height dimension would regulate future development plans. For example, the commercial zoning districts allow for up to 35 feet in building height. The height is technically capable of accommodating three (3) stories using standard ceiling heights. However, the revised language would restrict development to two (2) stories within the overall 35-foot allowance.

**Planning and Zoning Board Recommendation:**

At the May 19, 2025 Planning and Zoning Board, the Board unanimously recommended approval of the proposed ordinance.

**Staff Recommendation:**

Town Staff is requesting the Town Council's consideration and approval of the attached Ordinance.

**ORDINANCE NO. 2025-07**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 20-040 “HEIGHT” OF ARTICLE 20 “RESIDENTIAL ZONING DISTRICTS,” SECTION 25-045 “HEIGHT” OF ARTICLE 25 “COMMERCIAL ZONING DISTRICTS,” SECTION 30-050 “HEIGHT” OF ARTICLE 30 “INSTITUTIONAL AND PUBLIC FACILITIES ZONING DISTRICTS,” SECTION 35-040 “HEIGHT” OF ARTICLE 35 “PARKS AND RECREATION ZONING DISTRICT,” AND SECTION 40-045 “HEIGHT” OF ARTICLE 40 “CONSERVATION DISTRICT,” WITHIN PART II “ZONING DISTRICTS” OF THE UNIFIED LAND DEVELOPMENT CODE, TO PROVIDE ADDITIONAL STANDARDS FOR THE MEASUREMENT OF HEIGHT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

**WHEREAS**, the Town of Loxahatchee Groves desires to maintain a low intensity, rural development pattern; and

**WHEREAS**, the Town desires to regulate the perceived scale and mass of development in a manner that is consistent with the Town’s rural character; and

**WHEREAS**, the permitted height of development is a major factor in the character and quality of the community; and

**WHEREAS**, the Town desires to regulate the height of development by both number of stories and height as measured by feet; and

**WHEREAS**, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**Section 2.** Section 20-040 “Height” of Article 20 “Residential Zoning Districts” of Part II “Zoning Districts” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

### **Section 20-040. - Height.**

No ~~buildings~~ building or structure, or part thereof, in the Agriculture Residential (AR) zoning district shall be erected or maintained to a height exceeding 35 feet or two stories, whichever is lower, ~~in the Agriculture Residential (AR) zoning district~~ except for those specifically excepted from height limitations ~~are as~~ identified in Section 15-0105, “Exceptions from height limitations.”

**Section 3.** Section 25-045 “Height” of Article 25 “Commercial Zoning Districts” of Part II “Zoning Districts” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

### **Section 25-045. - Height.**

No ~~buildings~~ building or structure, or part thereof, shall be erected or maintained to a height exceeding 35 feet or two stories, whichever is lower, unless the following apply.

(A) *Exception from height limitation.* Buildings and structures specifically excepted from height limitations are identified in Section 15-010, “Exceptions from height limitations.”

**Section 4.** Section 30-050 “Height” of Article 30 “Institutional and Public Facilities Zoning Districts” of Part II “Zoning Districts” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

### **Section 30-050. - Height.**

No ~~buildings~~ building or structure, or part thereof, shall be erected or maintained to a height exceeding 35 feet or two stories, whichever is lower, unless the following apply.

(A) *Exception from height limitation.* Buildings and structures specifically excepted from height limitations are identified in Section 15-010, “Exceptions from height limitations.”

**Section 5.** Section 35-040 “Height” of Article 35 “Parks and Recreation Zoning District” of Part II “Zoning Districts” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

### **Section 35-040. - Height.**

No ~~buildings~~ building or structure, or part thereof, shall be erected or maintained to a height exceeding 25 feet or two stories, whichever is lower, unless the following apply.

(A) *Exception from height limitation.* Buildings and structures specifically excepted from height limitations are identified in Section 15-010, “Exceptions from height limitations.”

**Section 6.** Section 40-045 “Height” of Article 40 “Conservation Zoning District” of Part II “Zoning Districts” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):



**Section 40-045. - Height.**

No ~~buildings~~ building or structure, or part thereof, shall be erected or maintained to a height exceeding 25 feet or two stories, whichever is lower.

**Section 7. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 8. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 9. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 10. Effective Date.** This Ordinance shall become effective upon adoption.

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3<sup>RD</sup> DAY OF JUNE, 2025.**

VOTE

ANITA KANE, MAYOR

\_\_\_\_\_

MARGARET HERZOG, VICE MAYOR

\_\_\_\_\_

PHILLIS MANIGLIA, COUNCIL MEMBER

\_\_\_\_\_

LISA EL-RAMEY, COUNCIL MEMBER

\_\_\_\_\_

PAUL COLEMAN II, COUNCIL MEMBER

\_\_\_\_\_

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 1<sup>ST</sup> DAY OF JULY, 2025.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Coleman II, Seat 4