



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, March 8, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Distinguished Service Award honoring Christopher Williams - Mayor Jacobs, Police Chief Howard 03 08 2023 Distinguished Service Award 2023 Williams	7
5.2. Distinguished Service Award honoring Katarina Palushaj - Mayor Jacobs, Police Chief Howard 03 08 2023 Distinguished Service Award 2023 Palushaj	8
5.3. Proclamation National Women's History Month - Mayor and Commission National Women's History Month March 2023	9
5.4. Proclamation Irish American Heritage Month - Mayor and Commission Irish American Heritage Month	10
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6.1. Sign in sheet sign in sheet	11
7. CONSENT AGENDA	
7.1. Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue - Building Official Nunez Staff recommends the approval of the lowest bidder as per attached ranking and to allow for the issuance of the contract for services. Agenda Item Report - AIR-23-019 - Pdf	12 - 100
7.2. Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones - HR Director Friedman Staff recommends approval	101 - 105

- [Agenda Item Report - AIR-23-016 - Pdf](#)
- 7.3. Investigation Procedures - HR Director Friedman 106 - 110
- Staff recommends approval
- [Agenda Item Report - AIR-23-017 - Pdf](#)
- 7.4. Upgrade Fiber for Police Department - IT Director Pakula 111 - 112
- Upgrade to the higher speed
- [Agenda Item Report - AIR-23-026 - Pdf](#)
- 7.5. Broward County Interlocal Agreement for Solid Waste - Building Official Nunez 113 - 146
- We are recommending approval.
- [Agenda Item Report - AIR-23-025 - Pdf](#)
- 7.6. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez 147 - 170
- We are recommending approval.
- [Agenda Item Report - AIR-23-023 - Pdf](#)
- 7.7. Emergency sewer repair - 4320 S.W. 30th Street - Building Official Nunez 171 - 174
- We are recommending approval.
- [Agenda Item Report - AIR-23-022 - Pdf](#)
- 7.8. Public Works - salvage equipment - Building Official Nunez 175 - 181
- We are recommending approval.
- [20230214153241](#)
- 7.9. Professional Engineering Services Proposal for inflow/infiltration - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez 182 - 188
- [Inflow and Infiltration of Sanitary Sewer Improvements](#)
- 7.10. Professional Engineering Services Proposal for Lift Station 19 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez 189 - 196
- [Lift Station 19 Sanitary Sewer Improvements](#)
- 7.11. Professional Engineering Services Proposal for Lift Station 17 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez 197 - 205
- [Lift Station 17 Sanitary Sewer Improvements](#)

- 7.12. Professional Engineering Services Proposal for Lift Station 14 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez 206 - 213
[Lift Station 14 Sanitary Sewer Improvements](#)

8. RESOLUTIONS

- 8.1. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez 214 - 216

RESOLUTION NO. 2023-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.**

[2023-002 County ILA - \\$.05 Gas Tax](#)

- 8.2. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez 217 - 219

RESOLUTION NO. 2023-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.**

[2023-003 County ILA - \\$.03 Gas Tax](#)

9. 2ND READING OF ORDINANCES

- 9.1. Presentation - Planning Consultant Vonder Meulen 220 - 228
[Planner presentation 30 Ave TC 011823](#)

- 9.2. 22-CP-03 Land Use Plan Amendment (LUPA) - Planning Consultant Vonder Meulen 229 - 261

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE

MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN (THE “PROPERTY”); AMENDING THE PROPERTY’S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Planner 1 SW 30th TC Staff Report](#)

[Planner 1 22-CP-03 Lupa Signed](#)

[Planner 1 LUPA Final](#)

[2023-001 Ord \(LUPA- S.W. 30th Ave\) \(00550379-2xC4B6A\)](#)

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|------|--|-----------|
| 9.3. | 22-RZ-01 Text Amendment Application MXE District - Planning Consultant Vonder Meulen | 262 - 283 |
|------|--|-----------|

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED “ZONING;” CREATING DIVISION 5.8, TO BE ENTITLED “MXE - MIXED-USE ENTERTAINMENT DISTRICT;” PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Planner 2 SW 30th TC Staff Report \(003\)](#)

[Planner 2 22-RZ-01 Text Amdn Signed](#)

[Planner 2 Text Amendment Mixed Use Entertainment District](#)

[2023-002 Ord \(Text Amendment - MXD District\) \(00550050xC4B6A\)](#)

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|------|--|-----------|
| 9.4. | 22-RZ-04 Rezoning B-1 and M-1 to MXE - Planning Consultant Vonder Meulen | 284 - 291 |
|------|--|-----------|

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED “ZONING;” PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN’S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Planner 3 SW 30th TC Staff Report \(003\)](#)

[Planner 3 22-RZ-04 Rezone Signed](#)

[Planner 3 Zoning Legal Descriptin](#)

[2023-003 Ord \(Rezoning - MXD - SW 30th Ave\) \(00550422-2xC4B6A\)](#)

10. NEW BUSINESS

- 10.1. Copier purchase for Accreditation efforts. Our Accreditation Grant covers the copier - Police Chief Howard

292 - 417

Staff Recommends purchase of the copier as we prepare for Accreditation through the Commission for Florida Accreditation.

[Agenda Item Report - AIR-23-029 - Pdf](#)

11. OLD BUSINESS

12. DISCUSSION

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuveille

Mayor Jacobs

16. ANNOUNCEMENTS

- 16.1. Election Day, Tuesday, March 14th from 7AM to 7PM

Special Magistrate Hearing, Wednesday, March 15, 2023 at 9:00AM

Workshop Commission meeting, Wednesday, March 22, 2023 at 6:00PM

Swearing In Ceremony for newly elected, Wednesday, April 12, 2023 at 6:00 PM

Regular Commission meeting, Wednesday, April 12, 2023 at 7:00 PM

17. ADJOURNMENT

Regular Commission Meeting

March 8, 2023

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

Distinguished Service Award

Town of Pembroke Park Police Department

Christopher R. Williams,



On February 11, 2023, Mr. Christopher Williams observed a child being forced into an apartment by older male. Thinking this odd; Williams, without regard for his own safety, approached the struggling young man and engaged the subject in conversation as he continued to force the child into the home. Once inside, the subject removed a handgun from atop a shelf. Again, without regard for his own safety, Williams, continued talking to the subject and simultaneously grabbed the handgun and held it with the subject. Williams then ordered the child to leave and was able to escape the apartment. Williams then exited the apartment and briefed arriving law enforcement. Williams displayed incredible courage and intervened in a dangerous situation and ensured a positive outcome and the safety of a child.

David A. Howard
Chief of Police

Distinguished Service Award

Town of Pembroke Park Police Department

Katarina Palushaj,



On February 11, 2023, Mrs. Katarina Palushaj did not see her customer in her restaurant. Knowing her customer is 95 years of age and lives alone, she contacted the police and requested a welfare check. Officers responded and after several minutes they knew the man was inside and unable to respond. Officers forced entry and found that the elderly man had fallen backwards into his tub and was unable to stand. The man was dehydrated, and very confused, as it appears he had been in this position for more than 24 hours. The quick thinking, caring, and lifesaving actions displayed by Mrs Palushaj single handedly saved this man's life and as a result, he will be cared for by family and no longer have to live by himself.

David A. Howard
Chief of Police



**TOWN OF PEMBROKE PARK
PROCLAMATION**



**NATIONAL WOMEN'S HISTORY MONTH –
MARCH 2023**

WHEREAS: *Women’s History Month celebrates the often-overlooked contributions of women in history, society, and culture. March is selected as the month for observing Women’s History Month to correspond with International Women’s Day on March 8th.*

WHEREAS: *The month-long commemoration started with Women’s History Day in 1978, organized by the school district of Sonoma, California. Hundreds of students participated in the essay competitions, many presentations were given, and a parade was held in Santa Rosa. The idea caught on and, a few years later, school districts, communities, and organizations all over the country were celebrating the day.*

WHEREAS: *In 1980, the National Women’s History Alliance championed for the holiday to be observed as a national week, and this was backed by President Jimmy Carter, who issued the first proclamation declaring the week of March 8 as National Women’s History Week. The following year, Congress forwarded a resolution establishing a national observance. Six years later, the expansion of the event to the whole month of March was successfully petitioned by the National Women’s History Project.*

WHEREAS: *In 1920, Women Win the Right to Vote Women are granted the right to vote thanks to the 19th Amendment. In 1981, A Women's Place is in the Court Sandra Day O’Connor is the first woman appointed to the United States Supreme Court. In 1983, Women Go to Infinity and Beyond Sally Ride becomes the first woman in space. In 2016, Hillary Rodham Clinton is the first woman to be nominated for president by a major political party.*

NOW, THEREFORE WE, *Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of March as National Women's Heritage Month.*

Dated this 8th day of March 2023.

Geoffrey Jacobs Mayor

Reynold Dieuveille Vice Mayor

William R. Hodgkins Clerk Commissioner



TOWN OF PEMBROKE PARK PROCLAMATION

IRISH AMERICAN HERITAGE MONTH, 2023



WHEREAS: the Town of Pembroke Park recognizes the month of March as Irish American Heritage Month, and

WHEREAS: the first recorded celebration of Irish-Americans in the United States dates back to 1762 with the first St. Patrick's Day parade in New York City. The parade became an annual event which was initially organized by military units. After the War of 1812, Irish fraternal societies took over the parade's organization; and

WHEREAS: it seemed natural to choose March (Saint Patrick's Day falls on March 17) for the month-long recognition of the contributions that Irish immigrants and their descendants have made to U.S. society. Virtually every realm of American endeavor, from steelworking to biotechnology to literature, has seen improvement through Irish-descended hands and minds; and

WHEREAS: what is less talked about is the anti-immigrant sentiment that was often faced by new Irish-Americans, largely a result of their Catholicism, which clashed with the predominantly Protestant backgrounds of the majority of families whose members had been among the original colonists. Irish-Americans faced bitter competition, even slanted legislation, in their search for good jobs and a place to call home, and

WHEREAS: This month we recognize not only the overcoming of those obstacles by Irish-Americans but also the incredible breadth and depth of their contributions to American society, from the Union's edge over the Confederacy in the Civil War to the intellectual contributions that have kept our country on the top tiers of accomplishment, and

NOW, THEREFORE WE, Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of March as

IRISH AMERICAN HERITAGE MONTH

Dated this 8th day of March, 2023.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner



Public Sign-in Sheet

[illegible]

Office of the Town Clerk, 3150 SW 52 Avenue, Pembroke Park, FL 33012 Telephone (954) 966-4600 Fax (954) 966-5186

AGENDA ITEM REPORT



To: Commission Approval
Subject: Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue
Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This is an Unsafe Structures Decision via the Broward County Unsafe Structures Board.

FINANCIAL IMPACT:

\$59,560.00

RECOMMENDATION:

Staff recommends the approval of the lowest bidder as per attached ranking and to allow for the issuance of the contract for services.

ATTACHMENTS:

[Paragon Construction Unlimited, Inc.- ITB #23-01](#)
[R2R Demolition Inc - ITB #23-01](#)
[23-002 - Ranking](#)
[Pre-Bid Meeting Sign in Sheet ITB #23-01](#)

	Status:
Miguel Nunez, Building Official	Approved - Feb 15 2023
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023

PARAGON CONSTRUCTION UNLTD INC
P.O. BOX 323481
PEMBROKE PINES, FL 33002



PARBID
1/27 @ 9am
BID 2/10/23

TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

1708 SW 31st Avenue, Pembroke Park, Florida DEMOLITION & DISPOSAL

The Town of Pembroke Park is seeking to demolish and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022

Sealed proposals will be received by the Town of Pembroke Park until 10:00 a.m. on Friday, February 10, 2023, in the Town Clerk's Office located at 3150 SW 52nd Avenue, Pembroke Park, FL 33023, and opened 10:30 a.m. for 1708 SW 31st Avenue, Pembroke Park, Florida, Demolition & Disposal.

Bid documents may be obtained from the Town of Pembroke Park website at www.tppfl.gov or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Miguel Nunez, Chief Building Official via email at mnunez@tppfl.gov. There is no charge for the documents. The bid documents contain the scope of work.

Due to the nature of this project a mandatory pre-bid has been scheduled for Friday, January 27, 2023, at 9:00 am at the property location.

The Town of Pembroke Park reserves the right to reject any or all bids; to waive any informalities or irregularities in any bid received; to re-advertise for bids; or to take any other such actions that may be deemed to be in the best interest of the Town. The Town anticipates entering into a written contract with the bidder who submits the bid judged by the Town to be the most advantageous, responsible, and most responsive.

Marlen Martell, Town Clerk
January 6, 2023



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB# 23-01

**1708 SW 31st Avenue, Pembroke Park, Florida
INDEX**

General Conditions	3
Scope of work	
Bid Schedule	
Invitation to Bid	
Qualification Statement	
Insurance Requirements	
Public Entities Crimes Form	
Non-Collusive Affidavit	
Acknowledgement Offerors Certification	
Agreement	

GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Pembroke Park, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the Town, or who has been deemed irresponsible or unreliable to the Town. The Town is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's bid.

If selected for a project, all bidders must earn a satisfactory performance evaluation rating prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory will be excluded from bidding on future projects for one or more fiscal years. The decision to exclude a bidder and the number of years a bidder is excluded is in the sole and exclusive discretion of the Town and is not subject to appeal.

PERSONAL INVESTIGATION – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Town Manager, or their assistants or any other department of the Town shall relieve the contractor from any risk or from fulfilling all terms of the contract. A mandatory pre-bid meeting will be held at the property location. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project.

CONE OF SILENCE - "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- b) The Town Commission, Town Attorney, and all Town employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The Town shall not be responsible for oral interpretations given by any Town employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the bidder, in writing, at least five (5) days prior to the time set for the opening proposals but no later than the date

specified in this proposal for acceptance of questions. After proposals are opened, the bidders shall abide by the decision of the Town as to such interpretation.

ADDENDA AND INTERPRETATIONS – No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Agent such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this proposal for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail, certified mail with the return receipt requested, to all prospective bidders (at the address furnished for such purpose) not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

LEGAL CONDITIONS – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the Town of Pembroke Park.

FORM OF PROPOSALS – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms will be rejected as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the Town Clerk's Office, Town of Pembroke Park, Florida, 2nd Floor, Town Hall, and must show the name of the bidder and a statement as to its contents. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal.

FILLING IN BIDS – All prices must be itemized, written in the proposal, and also stated in the figures, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested, or their legal representative make all verification and subscribe to the proposal.

NON-COLLUSION – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.

CAUSES FOR REJECTION – No bid will be canvassed, considered, or accepted which, in the opinion of the Town is incomplete, informal, or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

REJECTION OF BIDS – The Town reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions

not called for, conditions or unauthorized alternates, or irregularities of any kind. The Town reserves the right to reject any or all proposals; and to waive such technical errors, to waive informalities or irregularities in any bid received, to readvertise; or to take any other actions as may be deemed best for the interests of the Town.

WITHDRAWALS – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT – The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified, below within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled, and the contract let to the next higher bidder who is reliable and responsible in the opinion of the Town. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

ENFORCEMENT OF SPECIFICATIONS – Copies of the specifications shall be placed in the hands of the Director of Community Development, who shall enforce each and every requirement of the contract. There will be no varying from the specifications.

HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the Town's Project Manager. Under no circumstance will work be performed on a Sunday.

COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract are on file in the Town Clerks Office of the Town of Pembroke Park.

TERMS OF CONTRACT – The contract shall be 30 calendar days from issuance of "notice to proceed".

MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Proposal Schedules.

SAFETY AND TRAFFIC CONTROL – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

OWNER MAY STOP THE WORK – If the work performed by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of

the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

CUSTOMER RELATIONS – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

APPLICATION FOR PROGRESS PAYMENT – The Town will not make progress payments under this contract. Upon completion of project, the contractor shall submit to the Town for review an Application for Payment filled out and signed by the contractor covering the work completed and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as “Liens”) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner’s interest therein, all of which will be satisfactory to the owner. The project must pass final demolition inspection before a payment will be rendered.

QUANTITIES – The Town reserves the right to add or delete from the estimated quantities listed in the proposal.

BID BOND – None required

PERFORMANCE & PAYMENT BOND – None required

TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable.

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The Town of Pembroke Park will award payment at the conclusion of the work, and upon full acceptance.

EXCUSABLE INCLEMENT WEATHER DELAYS

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, “Excusable Inclement Weather Delays”, as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather, or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the

CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.

- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather specified in Paragraph entitled "Excusable Inclement Weather Delays" of the Supplementary General Conditions. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

LIQUIDATED DAMAGES – None Required

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Mandatory Pre-Bid	01/27/2023 @ 9:00 AM
Question Due Date	02/03/2023 @ 5:00 PM
Anticipated Date of Issuance for the Addenda with Questions and Answers	02/07/2023 @ 4:00 PM
Proposals will be accepted until	02/10/2023 @ 10:00 AM
Proposals will be opened	02/10/2023 @ 10:30 AM
Evaluation of Proposals by Staff	02/14/2023
Recommendation of Contractor to Town Commission award	02/22/2023 (tentative)

SCOPE OF WORK

The Town of Pembroke Park, Florida, hereinafter referred to as the Town, will receive sealed Bids and any other information relative to the experience, expertise, or proficiency of the Firm Contractor, at Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 22023, for furnishing the demolition/removal of the property located at "1708 SW 31st Avenue, Pembroke Park, Florida" as described in the categories/disciplines below.

This contract is for the demolition/goods removal and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022. Contractor shall be responsible for the demolition and disposal of all building materials from the site. The Town encourages the contractor to recycle and salvage as much building material as possible during this process. Disposal of all material shall be in accordance with all Federal, State and County regulations as applicable.

The successful bidder will be responsible for securing any and all necessary permits and for complying with any and all required inspections.

The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.



RFI #001

Town of Pembroke Park
1708 SW 31st Avenue, Pembroke Park, Florida
DEMOLITION & DISPOSAL

CIP Project # ITB 23-01

January 31, 2023

Mr. Joshua Galanter, Project Coordinator
Thunder Demolition, Inc.
7373 NE 3rd Court
Miami, FL 33138

Mr. Galanter,

At this time, I would like to respond to the RFI's as follows:

After the site meeting this morning, we have a few questions regarding ITB # 23-01 (1708 SW 31st Ave, Pembroke Park):

Q1. Is this a Davis-Bacon/Prevailing Wages project?

The answer is in the Negative, as this is not requested in the ITB-23-01

Q2. How are any environmental issues we may encounter to be estimated and added?

They must be based in the asbestos study, and later under a change order for the remediation cost (if applicable)

Q3. The existing fence on the east side of the property has a tree growing through it, do we remove this?

Yes

Q4. Do we include installation of a temporary fence?

Yes

Q5. Does the City pay to reimburse all Permit Fees/Cost?

Yes

Q6. Please also elaborate on how the proceeds of the salvageable items are to be treated that are removed and recycled?

Any salvage materials is the property of the bidder/contractor; however, if the salvage cost is more than the work itself; then a refund to the owner must be issued via the Town of Pembroke Park.

Miguel A. Nunez, MPA, CBO, CFM
Building Official

Cc: Juan C. Jimenez, Town Manager
Lucie Manzerolle, Building Manager
File



RFI #002

Town of Pembroke Park

1708 SW 31st Avenue, Pembroke Park, Florida
DEMOLITION & DISPOSAL

CIP Project # ITB 23-01

February 2, 2023

Mr. Dario Diaz
Pronto Construction Developers
21030 North Miami Avenue
Miami Gardens, FL 33169

Mr. Diaz,

At this time, I would like to respond to the RFI's as follows:

Please see below request for clarification for the aforementioned ITB;

1. Please provide the mandatory pre-bid signing sheet
Please see attached.
2. Please provide any as-builts of the property and/or record drawings showing the extent of said building, concrete slabs, and foundations to be demolished.
Currently, there is no as-builts or information of any structure on this property, since the construction was performed prior the town records being saved; however, I will suggest that you use the following link form the Broward County Property Appraisers and must of the information will be in there, as Follows: [1708 SW 31 AVENUE \(bcpa.net\)](#) and [BCPA Sketch](#).
3. ITB states ***"The Town encourages the contractor to recycle and salvage as much building material as possible during this process"***. Please confirm that recycling and salvage is optional and only encouraged, and not mandatory. Recycling is optional for the town, however and other rules and regulations must be abided by the bidder.
4. Please confirm The Town will coordinate with FPL for power service disconnect.
Confirmed.
5. ITB Sheet 9 of 39 States ***"Alternate: Removal of Asbestos if Found"***. Please confirm this item is to be left in blank and provide after contract award and asbestos testing being performed.
Confirmed.

Miguel A. Nunez, MPA, CBO, CFM
Building Official

Cc: Juan C. Jimenez, Town Manager
Lucie Manzerolle, Building Manager
File



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

BID SCHEDULE

Contractor Name: PARAGON CONSTRUCTION UNLIMITED

1708 SW 31st Avenue, Pembroke Park, Florida

BID ITEMS: (Must be itemized)
COST:

Written Numerical

1. Mobilization TRAVEL-FLIGHT HONOR

dollars \$ 2,800.00

Please specify the tasks/items required for Mobilization:

2. Systematic demolition of the existing structure and remove all demolition debris off site.

- a) Disconnect electricity and remove existing lines
- b) Disconnect water and sewer and seal
- c) Asbestos Testing
- d) Remove existing structural system
- e) Dispose all construction material to a designated place
- f) Remove concrete slab/foundation

18,300
300
1,200
1,300
4,800
6,200
16,400

3. Restore open area to satisfy Town zoning requirements including Grading and installing sod

8,000

4. General Conditions and profit

9,960

5. Permits

300

TOTAL

\$59,560

Alternate:

Removal of Asbestos if found

TBD



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

BID PROPOSAL PAGE

Business Name: PARAGON CONSTRUCTION UNLTD.

Contact Person: JEFF STRUMP

Address: PO Box 823491

Phone: 954 292-6776 Fax: 954 4304309

Email: PARAGON@BELLSOUTH.NET

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

PARAGON CONSTRUCTION UNLTD.
Business Name

[Signature]
Signature

Bid Price: \$ 59,560 - FIFTY-NINE THOUSAND FIVE HUNDRED SIXTY AND 10/100

Alternate: Asbestos Removal if Found \$ TBD

Completion Time: 30 calendar days from the date listed on the Town's Notice to Proceed.

Notes: _____

QUALIFICATION STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PARAGON CONSTRUCTION UNLTD
1497 NW 153 RD AVE
PENSACOLA FL 33028

Contact Person's Name & Title:	JEFF STRUMP Dir.
PROPOSER'S Telephone:	954 292 6776
Fax:	954 430 4309
Email:	PARAGON@BELLSOUTH.NET

PROPOSER'S License Number: _____

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business 32

State the number of years your firm has been in business under your present business name 32

State the number of years your firm has been in business in the work specific to this bid: 32

Names and Titles of all officers, partners or individuals doing business under trade name:

SUZANNE STRUMP Dir.
JEFF STRUMP Dir.

The business is a: Sole Proprietorship _____ Partnership _____ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Town and shall render the proposer bid submittals non-responsive.

None

At what address was that business located?

1497 NW 153 RD AVE, PENSACOLA FL 33028

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

SBAI INC.

NONE REQUIRED

Have you ever failed to complete work awarded to you. If so, when, where and why?

NO

Have you personally inspected the proposed WORK and do you have a complete plan for its performance

YES

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 ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

SELF PERFORM

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

List and describe all successful 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 Proposer and its predecessor organization(s).

NONE

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) 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.

NONE

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

NONE

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

NO

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

NO

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

COMPLETED DEMOLITION OF OAKLAND PARK
WASTE TREATMENT PLANT, POMPANO BEACH
4000 SF ELKS LODGE, MIAMI GARDENS
2 STORY CHURCH AND RISE PARK. AND
MANY MORE

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by TOWN in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the TOWN to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By JEFF STRUP
(Signature)

INSURANCE REQUIREMENTS

The Contractor Shall:

I. PUBLIC LIABILITY

Provide Owner's Contractor's Protective Insurance for the benefit of the Town with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.

II. WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.

III. INDEMNITY

CONTRACTOR agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' and paralegal fees at both the trial and appellate levels arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement for BID #17-01-367.

CONTRACTOR agrees to release the TOWN from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money damages from TOWN in connection with the above-mentioned matters.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing herein is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to the Contractor for the Work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under this Agreement. The Contractor shall indemnify, defend, save and hold harmless the TOWN and the TOWN's elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages,

losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work. These expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.

IV. AUTOMOBILE LIABILITY

Covering all owned hired and non-owned automobile equipment for the benefit of the Town with a combined single limit of \$500,000.

V. BUILDER'S RISK

If a structure is to be erected, the contractor must also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of the Town are included as a loss payee and that the carrier waives all rights of subrogation against the Town.

VI. CERTIFICATE OF INSURANCE

Before commencing performance of this contract, the contractor shall furnish the Town of Pembroke Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A. Name of insurance carrier(s)
- B. Effective and expiration dates of policies
- C. Thirty (30) days written notice by the carrier of any cancellation or material change in any policy
- D. Duplicate Policy or Certification of Insurance stating that the interests of the Town are included as additional insured and specifying the protection/location.

Such insurance shall apply despite any insurance, which the Town may carry in its own name.

VII. SUBCONTRACTOR INSURANCE

Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain, and any subcontractors shall be the sole responsibility of the contractor.

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Bid #23-01

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

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 with ITB #23-01 - 1708 SW 31st Avenue, Pembroke Park, Florida
2. This sworn statement is submitted by JEFF STRONG whose business address is 4417 NW 153RD AVE
PEMBROKE PARK, FL 33028

and (if applicable) its Federal Employer Identification No. (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.
3. My name is JEFF STRONG and my relationship to the entity named above is Director.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a). Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have 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, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Jacqueline Carrasco
Signature
State of Florida

2/9/2023
Date

County of Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JEFFREY SPZUP, who after first being sworn by me, affixed his/her signature
in the space provided above on this 9 day of FEBRUARY, 2023.

Jacqueline Carrasco
Notary Public
My Commission Expires: 10/21/2025



NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWARD)

JEFF STUMP being first duly sworn, deposes and says that:

1. He/she is the

OWNER (Owner, Partner, Officer, Representative or Agent) of

PARACON CONSTRUCTION the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agent's representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

BY: [Signature]

JEFF STUMP
(Printed Name)

P.R.
(Title)

ACKNOWLEDGMENT

State of Florida

County of Broward

On this the 9 day of FEB., 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Jeffrey Armas and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

Jacqueline Carrasco
NOTARY PUBLIC, STATE OF Florida

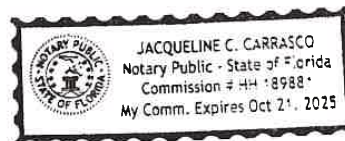
**NOTARY PUBLIC
SEAL OF OFFICE:**

Jacqueline Carrasco
(Name of Notary Public: Print Stamp or type as Commissioned)

- ☐ Personally known to me, or
- ☐ Produced identification:

FDL

(Type of identification)



☒ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN

____ INDIVIDUAL ____ SOLE PROPRIETORSHIP ____ PARTNERSHIP X CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 9 day of FEB, 20 23.

By: [Signature]
Signature of Individual

JEFF STRUMP
Printed Name of Individual

1497 NW 153 AVE
Business Address

PI PINES FL 33028
Town/State/Zip

934 292-6776
Business Phone Number

[Signature]
Witness

[Signature]
Witness

State of Florida
County of Broward

On this the 9 day of FEB, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Jeff Strump and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Jacqueline Carrasco
(Name of Notary Public: Print Stamp or type as Commissioned)

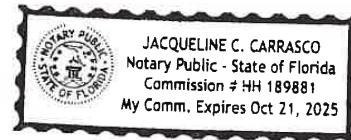
☐ Personally known to me, or
☒ Produced identification:

FL DL
(Type of identification)

☒ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of 3150 SW 52nd Avenue, Florida 33023 hereinafter referred to as "TOWN",

and

_____, a company authorized to do business in the State of Florida, with a business address _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, The TOWN has heretofore invited bids for a TOWN demolition project ("Project") identified by bid number and project number Bid #17-03--- and commonly referred to as: Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01

WHEREAS, Contractor, in compliance with the bidding requirements announced by the TOWN, submitted a bid on the _____ day of _____, 20____, for the total bid amount of \$ _____; and

WHEREAS, on the _____ day of _____, 20____, the TOWN Commission designated CONTRACTOR as having submitted the bid that was most advantageous to the TOWN and authorized the execution of this Contract; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within (30) calendar days as specified in the Notice to Proceed, subject to TOWN approved time extensions.

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this Reference, as if fully set forth herein.

1.1.2 On _____, the bids were opened at the offices of the Town Clerk.

1.1.3 On _____, the TOWN awarded the bid to CONTRACTOR and authorized the proper TOWN officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.2 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the provide ---" Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01-----", as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "ITB #23-01-----," attached hereto and made a part hereof as Exhibit "A" and CONTRACTOR's response thereto, attached hereto and made a part hereof as Composite Exhibit "B". CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, tools, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the TOWN representatives to discuss the progress of the work, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to TOWN that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the TOWN immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

A violation of any federal, state, or local law or regulation may be cause for breach, allowing the TOWN to terminate this Agreement.

2.8 CONTRACTOR shall:

- 2.8.1 Guarantee all work and materials for a period of one (1) year.
- 2.8.2 Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.
- 2.8.3 Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- 2.8.4 Observe and comply with the provisions of the charter, ordinances, codes and regulations of the TOWN.
- 2.8.5 Obtain written approval from the TOWN of all subcontractors not disclosed in the CONTRACTOR's bid document.
- 2.8.6 Perform such other tasks as set forth in the Contract Documents.
- 2.8.7 Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the award of the Project.
- 2.8.8 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractors or suppliers.
- 2.8.9 The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the TOWN.

2.9 TOWN'S OBLIGATIONS:

- 2.9.1 TOWN shall provide a written Notice to Proceed.
- 2.9.2 Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 2.9.3 On satisfactory completion of the Project, provide a written final acceptance and payment for the entire Project.

2.10 COMMENCEMENT OF WORK

- 2.10.1 CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within 90 calendar days thereafter.
- 2.10.2 Time is the essence of the Contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the TOWN, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.
- 2.10.3 CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that TOWN may, within a reasonable time, object to as incompetent or as unfit.

ARTICLE 3 TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the demolition of the Property as identified in Exhibit "A" attached hereto and made part hereof, within sixty (60) days of the Town's Issuance of the Notice to Proceed.
- 3.2 This Agreement may be terminated by the Town at any time before the Notice to Proceed. If this Agreement is canceled in this manner, the CONTRACTOR shall not be entitled to any compensation as a result of this Agreement.
- 3.3 Termination for Convenience: This Agreement may be terminated by TOWN for convenience after the Notice to Proceed has been issued, upon seven (7) calendar, thirty (30) days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination.
- 3.4 Default by CONTRACTOR: In addition to all other remedies available to TOWN, this Agreement shall be subject to cancellation by TOWN for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of ten (10) thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The determination as to whether CONTRACTOR has defaulted is in the sole, exclusive, and unilateral discretion of the Town.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The TOWN hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in [MONTHLY/WEEKLY/BI-WEEKLY] payments for actual services performed for [DESCRIPTION] services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The TOWN shall within thirty (30) days, from the date the Town's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the Town Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 TOWN or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. yellow part to be deleted No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or to the other instances as deemed necessary and executed by the Contractor and Town Representative prior to the start of the change order work. Change orders will not be permitted for conditions that could have been discovered by CONTRACTOR during the pre-bid inspection. The contractor must email the project manager as designated in this Agreement in regard to any concerns that are discovered along with documentation in order to have the Building Inspector visit the job site and confirm any conditions. Once the conditions are confirmed, the Contractor must submit a written request for amendment that includes the item(s) to be changed, cost of materials and cost of labor. The Town will review and if approved, the change order will be executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. The Contractor shall not perform any change order work unless and until the request is signed by the Town. The determination as to whether a condition could have been discovered during the pre-bid inspection shall be in the sole, exclusive, and unilateral discretion of the Town.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6:
RESERVED**

**ARTICLE 7
INDEMNIFICATION**

7.1. CONTRACTOR shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses, and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

7.2. CONTRACTOR shall indemnify TOWN for all loss, damage, expense, or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense, with legal counsel chosen by TOWN, any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

7.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR.

7.4 Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

7.5 Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

**ARTICLE 8
INSURANCE**

8.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- | | | |
|----|---|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- | | | |
|----|---------------------------------|-------------------------|
| A. | Worker's Compensation Statutory | |
| B. | Employer's Liability | \$100,000 each accident |

\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired, and non-owned vehicles.

A. Bodily Injury	
1. Each Occurrence	\$1,000,000
2. Annual Aggregate	\$1,000,000
B. Property Damage	
1. Each Occurrence	\$1,000,000
2. Annual Aggregate	\$1,000,000

8.5 CONTRACTOR shall name the TOWN, as an additional insured on each of the policies required herein and shall hold the TOWN, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.7 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**ARTICLE 10
INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 11
UNCONTROLLABLE FORCES**

11.1 Neither TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 12
AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

**ARTICLE 13
VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 14
SIGNATORY AUTHORITY**

14.1 CONTRACTOR shall provide TOWN with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

**ARTICLE 15
MERGER; AMENDMENT**

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and TOWN, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and TOWN with the same formality and equal dignity herewith.

**ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** TOWN reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by TOWN resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to TOWN Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by TOWN by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, TOWN may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay TOWN as liquidated damages, and not as penalty, [WRITTEN AMOUNT] DOLLARS ([NUMERICAL AMOUNT]) for every day of such malfunction. This sum is the agreed upon amount by which TOWN will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies TOWN may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of TOWN, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, TOWN reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to TOWN, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. TOWN shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

- 16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than 15 Days.
- 16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
- 16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- 16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
- 16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, TOWN shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

ARTICLE 17 BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 Arbitration. In addition to any other remedy provided hereunder, TOWN, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by TOWN. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by TOWN, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between TOWN and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by TOWN regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of TOWN to provide adequate maintenance of TOWN's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by TOWN.

18.2.3 Notwithstanding the other provisions in this Section, TOWN reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after TOWN gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from TOWN.

ARTICLE 19 MISCELLANEOUS

19.1 Ownership of Documents. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

19.2 Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable

times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

19.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the benefit of TOWN and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and TOWN designate the following as the respective places for giving of notice:

TOWN Juan Carlos (JC) Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Telephone No. (954) 966-4600

Copy To: Samuel S. Goren, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR TOWN, STATE, & ZIP CODE]

PARAGON CONSTRUCTION UNLTD INC
P.O. BOX 823491
PEMBROKE PINES, FL 33082

Telephone No. _____
Facsimile No. _____

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between TOWN and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

19.12 **Waiver.** Failure of TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 **Protection of Town Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect TOWN's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.16 **Public Records.** In order to comply with Florida's public records laws, the CONTRACTOR shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services under this Contract.

- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are confidential and/or exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN 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 CONTRACT, CONTACT PATRICIA VANCHER, TOWN CLERK< THE CUSTODIAN OF PUBLIC RECORDS (954)966-4600 – Marlen Martell, Town Clerk, townclerk@tppfl.gov, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN

MARLEN MARTELL
TOWN CLERK

BY:

JUAN CARLOS (JC) JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

OFFICE OF THE TOWN ATTORNEY

Witnesses:

CONTRACTOR

PARAGON CONSTRUCTION COMPANY
[NAME OF CONTRACTOR]

BY:

Print Name:

Title:

Print Name

Print Name

STATE OF

COUNTY OF

) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20__.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB# 23-01

**1708 SW 31st Avenue, Pembroke Park, Florida
INDEX**

General Conditions	3
Scope of work	
Bid Schedule	
Invitation to Bid	
Qualification Statement	
Insurance Requirements	
Public Entities Crimes Form	
Non-Collusive Affidavit	
Acknowledgement Offerors Certification	
Agreement	

GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Pembroke Park, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the Town, or who has been deemed irresponsible or unreliable to the Town. The Town is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's bid.

If selected for a project, all bidders must earn a satisfactory performance evaluation rating prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory will be excluded from bidding on future projects for one or more fiscal years. The decision to exclude a bidder and the number of years a bidder is excluded is in the sole and exclusive discretion of the Town and is not subject to appeal.

PERSONAL INVESTIGATION – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Town Manager, or their assistants or any other department of the Town shall relieve the contractor from any risk or from fulfilling all terms of the contract. A mandatory pre-bid meeting will be held at the property location. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project.

CONE OF SILENCE - "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- b) The Town Commission, Town Attorney, and all Town employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The Town shall not be responsible for oral interpretations given by any Town employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the bidder, in writing, at least five (5) days prior to the time set for the opening proposals but no later than the date

specified in this proposal for acceptance of questions. After proposals are opened, the bidders shall abide by the decision of the Town as to such interpretation.

ADDENDA AND INTERPRETATIONS – No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Agent such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this proposal for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail, certified mail with the return receipt requested, to all prospective bidders (at the address furnished for such purpose) not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

LEGAL CONDITIONS – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the Town of Pembroke Park.

FORM OF PROPOSALS – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms will be rejected as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the Town Clerk's Office, Town of Pembroke Park, Florida, 2nd Floor, Town Hall, and must show the name of the bidder and a statement as to its contents. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal.

FILLING IN BIDS – All prices must be itemized, written in the proposal, and also stated in the figures, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested, or their legal representative make all verification and subscribe to the proposal.

NON-COLLUSION – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.

CAUSES FOR REJECTION – No bid will be canvassed, considered, or accepted which, in the opinion of the Town is incomplete, informal, or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

REJECTION OF BIDS – The Town reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions

not called for, conditions or unauthorized alternates, or irregularities of any kind. The Town reserves the right to reject any or all proposals; and to waive such technical errors, to waive informalities or irregularities in any bid received, to readvertise; or to take any other actions as may be deemed best for the interests of the Town.

WITHDRAWALS – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT – The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified, below within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled, and the contract let to the next higher bidder who is reliable and responsible in the opinion of the Town. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

ENFORCEMENT OF SPECIFICATIONS – Copies of the specifications shall be placed in the hands of the Director of Community Development, who shall enforce each and every requirement of the contract. There will be no varying from the specifications.

HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the Town's Project Manager. Under no circumstance will work be performed on a Sunday.

COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract are on file in the Town Clerks Office of the Town of Pembroke Park.

TERMS OF CONTRACT – The contract shall be 30 calendar days from issuance of "notice to proceed".

MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Proposal Schedules.

SAFETY AND TRAFFIC CONTROL – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

OWNER MAY STOP THE WORK – If the work performed by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of

the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

CUSTOMER RELATIONS – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

APPLICATION FOR PROGRESS PAYMENT – The Town will not make progress payments under this contract. Upon completion of project, the contractor shall submit to the Town for review an Application for Payment filled out and signed by the contractor covering the work completed and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as “Liens”) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner’s interest therein, all of which will be satisfactory to the owner. The project must pass final demolition inspection before a payment will be rendered.

QUANTITIES – The Town reserves the right to add or delete from the estimated quantities listed in the proposal.

BID BOND – None required

PERFORMANCE & PAYMENT BOND – None required

TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable.

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The Town of Pembroke Park will award payment at the conclusion of the work, and upon full acceptance.

EXCUSABLE INCLEMENT WEATHER DELAYS

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, “Excusable Inclement Weather Delays”, as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather, or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the

CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.

- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather specified in Paragraph entitled "Excusable Inclement Weather Delays" of the Supplementary General Conditions. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

LIQUIDATED DAMAGES – None Required

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Mandatory Pre-Bid	01/27/2023 @ 9:00 AM
Question Due Date	02/03/2023 @ 5:00 PM
Anticipated Date of Issuance for the Addenda with Questions and Answers	02/07/2023 @ 4:00 PM
Proposals will be accepted until	02/10/2023 @ 10:00 AM
Proposals will be opened	02/10/2023 @ 10:30 AM
Evaluation of Proposals by Staff	02/14/2023
Recommendation of Contractor to Town Commission award	02/22/2023 (tentative)

SCOPE OF WORK

The Town of Pembroke Park, Florida, hereinafter referred to as the Town, will receive sealed Bids and any other information relative to the experience, expertise, or proficiency of the Firm Contractor, at Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 22023, for furnishing the demolition/removal of the property located at "1708 SW 31st Avenue, Pembroke Park, Florida" as described in the categories/disciplines below.

This contract is for the demolition/goods removal and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022. Contractor shall be responsible for the demolition and disposal of all building materials from the site. The Town encourages the contractor to recycle and salvage as much building material as possible during this process. Disposal of all material shall be in accordance with all Federal, State and County regulations as applicable.

The successful bidder will be responsible for securing any and all necessary permits and for complying with any and all required inspections.

The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

BID SCHEDULE

Contractor Name: B2B Demolition Inc

1708 SW 31st Avenue, Pembroke Park, Florida

BID ITEMS: (Must be itemized)
COST:

Written Numerical
94,500.00

1. Mobilization 7,000.00 dollars \$ 94,500.00

Please specify the tasks/items required for Mobilization: Delivery of machines
and truck that will be use on this project

2. Systematic demolition of the existing structure and remove
all demolition debris off site.

- a) Disconnect electricity and remove existing lines
- b) Disconnect water and sewer and seal
- c) Asbestos Testing
- d) Remove existing structural system
- e) Dispose all construction material to a designated place
- f) Remove concrete slab/foundation

63,500.00
1,500.00
1,500.00
10,500.00
30,000.00
20,000.00

3. Restore open area to satisfy Town zoning requirements including
Grading and installing sod

10,000.00

4. General Conditions and profit

10,000.00

5. Permits

4,000.00

TOTAL

94,500.00

Alternate:

Removal of Asbestos if found

Cost only for removal of asbestos
will determine once bid is awarded



TOWN OF PEMBROKE PARK

Notice Inviting Bids
ITB #23-01

BID PROPOSAL PAGE

Business Name: B2R Demolition Inc
Contact Person: John Duncan
Address: 2000 NW 18th St pompano beach FL 33069
Phone: 786-560-7219 Fax: N/A
Email: B2R DemolitionInc@gmail.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

B2R Demolition Inc
Business Name

John Duncan
Signature

Bid Price: \$ 94,500.00

Alternate: Asbestos Removal if Found \$ TO BE Determine

Completion Time: 30 calendar days from the date listed on the Town's Notice to Proceed.

Notes: _____

QUALIFICATION STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

<u>B2R Demolition Inc</u>
<u>2000 NW 18th St pompano beach FL 33069</u>

Contact Person's Name & Title:	<u>John Duncan owner</u>
PROPOSER'S Telephone:	<u>786-560-7219</u>
Fax:	<u>N/A</u>
Email:	<u>B2RDemolitionInc@gmail.com</u>

PROPOSER'S License Number: 13-D-18604-X

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business 9 years

State the number of years your firm has been in business under your present business name 9 years

State the number of years your firm has been in business in the work specific to this bid: 9 years

Names and Titles of all officers, partners or individuals doing business under trade name:

<u>John Duncan</u>	<u>owner</u>

The business is a: Sole Proprietorship _____ Partnership _____ Corporation ✓

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Town and shall render the proposer bid submittals non-responsive.

<u>N/A</u>

At what address was that business located?

<u>N/A</u>

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Nationwide Mutual Insurance Company

Have you ever failed to complete work awarded to you. If so, when, where and why?

no

Have you personally inspected the proposed WORK and do you have a complete plan for its performance

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful 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 Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) 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.

N/A

N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

N/A

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

N/A

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

954-789-2969
city of pompano beach FL Salvatore Reginello Demolition other
padula wads worth construction James 786-386-9185
MVP contractors christian 772-300-8948
A to Z contractors Kris 954-904-5656

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by TOWN in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the TOWN to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By B2B Demolition Inc
John Duncan
(Signature)

INSURANCE REQUIREMENTS

The Contractor Shall:

I. PUBLIC LIABILITY

Provide Owner's Contractor's Protective Insurance for the benefit of the Town with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.

II. WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.

III. INDEMNITY

CONTRACTOR agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' and paralegal fees at both the trial and appellate levels arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement for BID #17-01-367.

CONTRACTOR agrees to release the TOWN from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money damages from TOWN in connection with the above-mentioned matters.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing herein is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to the Contractor for the Work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under this Agreement. The Contractor shall indemnify, defend, save and hold harmless the TOWN and the TOWN's elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages,

losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work. These expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.

IV. AUTOMOBILE LIABILITY

Covering all owned hired and non-owned automobile equipment for the benefit of the Town with a combined single limit of \$500,000.

V. BUILDER'S RISK

If a structure is to be erected, the contractor must also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of the Town are included as a loss payee and that the carrier waives all rights of subrogation against the Town.

VI. CERTIFICATE OF INSURANCE

Before commencing performance of this contract, the contractor shall furnish the Town of Pembroke Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A. Name of insurance carrier(s)
- B. Effective and expiration dates of policies
- C. Thirty (30) days written notice by the carrier of any cancellation or material change in any policy
- D. Duplicate Policy or Certification of Insurance stating that the interests of the Town are included as additional insured and specifying the protection/location.

Such insurance shall apply despite any insurance, which the Town may carry in its own name.

VII. SUBCONTRACTOR INSURANCE

Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain, and any subcontractors shall be the sole responsibility of the contractor.

PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Bid #23-01

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

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 with ITB #23-01 - 1708 SW 31st Avenue, Pembroke Park, Florida
2. This sworn statement is submitted by B&B Demolition Inc whose business address is 2000 NW 18th St Pompano beach FL 33069

_____ and (if applicable) its Federal Employer Identification No. (FEIN) is 46-2333874 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.
3. My name is John Duncan and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a). Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have 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, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

2/10/23
Date

State of

Florida

County of

Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Duncan, who after first being sworn by me, affixed his/her signature
in the space provided above on this 10 day of February, 2023.

Shantay Fitzpatrick
Notary Public



My Commission Expires:

DL: D525-469-92-211-0

NON-COLLUSIVE AFFIDAVIT

State of FL

)ss

County of Broward

John Duncan being first duly sworn, deposes and says that:

1. He/she is the

OWNER (Owner, Partner, Officer, Representative or Agent) of

R2R Demolition Inc the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agent's representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of

BY: _____

John Duncan
(Printed Name)

OWNER
(Title)

ACKNOWLEDGMENT

State of Florida

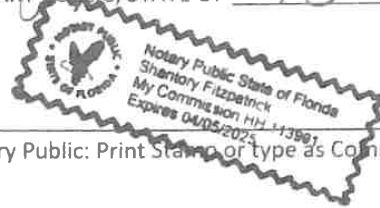
County of Broward

On this the 10 day of February 2023, before me, the undersigned Notary Public of the State of FL, personally appeared John Duncan and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. DL# D525 46992 240

Witness my hand and official seal

Shantory Fitzpatrick
NOTARY PUBLIC, STATE OF FL

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print Stamp or type as Commissioned)

- ☐ Personally known to me, or
☒ Produced identification:

DL# D525 46992 240
(Type of identification)

☒ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: ____ Number of Signatures Notarized ____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN

___ INDIVIDUAL ___ SOLE PROPRIETORSHIP ___ PARTNERSHIP X CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 10 day of February, 2023.

By: John Duncan
Signature of Individual

John Duncan
Printed Name of Individual

2000 NW 18th St
Business Address

Pompano Beach FL 33069
Town/State/Zip

786-560-7219
Business Phone Number

Witness

Shanley Fitzpatrick
Witness

State of Florida

County of Broward

On this the 10 day of February, 2023 before me, the undersigned Notary Public of the State of Florida, personally appeared John Duncan and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

Shanley Fitzpatrick
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public, Printed) Shanley Fitzpatrick (Commission Expires) 04/03/2025

☐ Personally known to me, or

☒ Produced identification:

DL: DS25 416992 2110
(Type of identification)

☐ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____

AGREEMENT

THIS IS AN AGREEMENT, dated the 10 day of February, 2023, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of 3150 SW 52nd Avenue, Florida 33023 hereinafter referred to as "TOWN",

and

R2R Demolition Inc., a company authorized to do business in the State of Florida, with a business address 2065 NW 18th St, Pembroke Park, FL hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, The TOWN has heretofore invited bids for a TOWN demolition project ("Project") identified by bid number and project number Bid #17-03--- and commonly referred to as: Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01

WHEREAS, Contractor, in compliance with the bidding requirements announced by the TOWN, submitted a bid on the day of , 20 , for the total bid amount of \$; and

WHEREAS, on the day of , 20 , the TOWN Commission designated CONTRACTOR as having submitted the bid that was most advantageous to the TOWN and authorized the execution of this Contract; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within (30) calendar days as specified in the Notice to Proceed, subject to TOWN approved time extensions.

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this Reference, as if fully set forth herein.

1.1.2 On 2-10-23, the bids were opened at the offices of the Town Clerk.

1.1.3 On 2-16-23 the TOWN awarded the bid to CONTRACTOR and authorized the proper TOWN officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.2 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the provide ~~---~~ "Demolition and Disposal of 1708 SW 31st Avenue, Pembroke Park, Florida - ITB #23-01-----", as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "ITB #23-01-----," attached hereto and made a part hereof as Exhibit "A" and CONTRACTOR's response thereto, attached hereto and made a part hereof as Composite Exhibit "B". CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, tools, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the TOWN representatives to discuss the progress of the work, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to TOWN that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the TOWN immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

A violation of any federal, state, or local law or regulation may be cause for breach, allowing the TOWN to terminate this Agreement.

2.8 CONTRACTOR shall:

- 2.8.1 Guarantee all work and materials for a period of one (1) year.
- 2.8.2 Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.
- 2.8.3 Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- 2.8.4 Observe and comply with the provisions of the charter, ordinances, codes and regulations of the TOWN.
- 2.8.5 Obtain written approval from the TOWN of all subcontractors not disclosed in the CONTRACTOR's bid document.
- 2.8.6 Perform such other tasks as set forth in the Contract Documents.
- 2.8.7 Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the award of the Project.
- 2.8.8. The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractors or suppliers.
- 2.8.9. The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the TOWN.

2.9 TOWN'S OBLIGATIONS:

- 2.9.1 TOWN shall provide a written Notice to Proceed.
- 2.9.2 Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 2.9.3 On satisfactory completion of the Project, provide a written final acceptance and payment for the entire Project.

2.10 COMMENCEMENT OF WORK

2.10.1 CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within 90 calendar days thereafter.

2.10.2 Time is the essence of the Contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the TOWN, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.

2.10.3 CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that TOWN may, within a reasonable time, object to as incompetent or as unfit.

ARTICLE 3 TERM AND TERMINATION

3.1 CONTRACTOR shall perform the demolition of the Property as identified in Exhibit "A" attached hereto and made part hereof, within sixty (60) days of the Town's Issuance of the Notice to Proceed.

3.2 This Agreement may be terminated by the Town at any time before the Notice to Proceed. If this Agreement is canceled in this manner, the CONTRACTOR shall not be entitled to any compensation as a result of this Agreement.

3.3 Termination for Convenience: This Agreement may be terminated by TOWN for convenience after the Notice to Proceed has been issued, upon seven (7) calendar, thirty (30) days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination.

3.4 Default by CONTRACTOR: In addition to all other remedies available to TOWN, this Agreement shall be subject to cancellation by TOWN for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of ten (10) thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. The determination as to whether CONTRACTOR has defaulted is in the sole, exclusive, and unilateral discretion of the Town.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The TOWN hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in [MONTHLY/WEEKLY/BI-WEEKLY] payments for actual services performed for [DESCRIPTION] services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The TOWN shall within thirty (30) days, from the date the Town's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the Town Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 TOWN or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. yellow part to be deleted No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or to the other instances as deemed necessary and executed by the Contractor and Town Representative prior to the start of the change order work. Change orders will not be permitted for conditions that could have been discovered by CONTRACTOR during the pre-bid inspection. The contractor must email the project manager as designated in this Agreement in regard to any concerns that are discovered along with documentation in order to have the Building Inspector visit the job site and confirm any conditions. Once the conditions are confirmed, the Contractor must submit a written request for amendment that includes the item(s) to be changed, cost of materials and cost of labor. The Town will review and if approved, the change order will be executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. The Contractor shall not perform any change order work unless and until the request is signed by the Town. The determination as to whether a condition could have been discovered during the pre-bid inspection shall be in the sole, exclusive, and unilateral discretion of the Town.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6:
RESERVED**

**ARTICLE 7
INDEMNIFICATION**

7.1. CONTRACTOR shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses, and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

7.2. CONTRACTOR shall indemnify TOWN for all loss, damage, expense, or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense, with legal counsel chosen by TOWN, any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

7.3. The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR.

7.4 Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

7.5 Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

**ARTICLE 8
INSURANCE**

8.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- C. Personal Injury
 - Annual Aggregate 1,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident

\$500,000 Disease-policy limit
\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired, and non-owned vehicles.

A.		Bodily Injury	
1.	Each Occurrence		\$1,000,000
2.	Annual Aggregate		\$1,000,000
B.		Property Damage	
1.	Each Occurrence		\$1,000,000
2.	Annual Aggregate		\$1,000,000

8.5 CONTRACTOR shall name the TOWN, as an additional insured on each of the policies required herein and shall hold the TOWN, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.7 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

**ARTICLE 13
VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 14
SIGNATORY AUTHORITY**

14.1 CONTRACTOR shall provide TOWN with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

**ARTICLE 15
MERGER; AMENDMENT**

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and TOWN, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and TOWN with the same formality and equal dignity herewith.

**ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** TOWN reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by TOWN resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to TOWN Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by TOWN by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, TOWN may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay TOWN as liquidated damages, and not as penalty, [WRITTEN AMOUNT] DOLLARS ([NUMERICAL AMOUNT]) for every day of such malfunction. This sum is the agreed upon amount by which TOWN will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies TOWN may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of TOWN, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, TOWN reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to TOWN, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. TOWN shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

- 16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than 15 Days.
- 16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
- 16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- 16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
- 16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 Remedies in Default. In case of default by CONTRACTOR, TOWN shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

ARTICLE 17 BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 Arbitration. In addition to any other remedy provided hereunder, TOWN, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by TOWN. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by TOWN, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between TOWN and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by TOWN regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of TOWN to provide adequate maintenance of TOWN's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by TOWN.

18.2.3 Notwithstanding the other provisions in this Section, TOWN reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after TOWN gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from TOWN.

ARTICLE 19 MISCELLANEOUS

19.1 Ownership of Documents. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

19.2 Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable

times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

19.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the benefit of TOWN and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and TOWN designate the following as the respective places for giving of notice:

TOWN Juan Carlos (JC) Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Telephone No. (954) 966-4600

Copy To: Samuel S. Goren, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR TOWN, STATE, & ZIP CODE]

Telephone No. 786-560-7219
Facsimile No. N/A

19.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between TOWN and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

19.12 Waiver. Failure of TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 Attorney's Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 Protection of Town Property. At all times during the performance of this Agreement, CONTRACTOR shall protect TOWN's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.16 Public Records. In order to comply with Florida's public records laws, the CONTRACTOR shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services under this Contract.

- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are confidential and/or exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN 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 CONTRACT, CONTACT PATRICIA VANCHER, TOWN CLERK< THE CUSTODIAN OF PUBLIC RECORDS (954)966-4600 – Marlen Martell, Town Clerk, townclerk@tppfl.gov, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST: TOWN

MARLEN MARTELL
TOWN CLERK

BY: JUAN CARLOS (JC) JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

OFFICE OF THE TOWN ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

R2R Demolition Inc

BY: John Duncan

Print Name: John Duncan

Title: owner

Print Name

Print Name

STATE OF)

) ss:

COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20__.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

EXHIBIT A
reserved

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: R2R DEMOLITION INC**Receipt #:** 189-259115
Business Type: ALL OTHER TYPES CONTRACTOR
(DEMOLITION)**Owner Name:** JOHN I DUNCAN JR
Business Location: 2000 NW 18TH ST
POMPANO BEACH
Business Phone: 754-217-1110**Business Opened:** 10/13/2013
State/County/Cert/Reg: 13-D-18604-X
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:R2R DEMOLITION INC
2000 NW 18TH ST
POMPANO BEACH, FL 33069**Receipt #** WWW-22-00000732
Paid 10/04/2022 27.00**2022 - 2023****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: R2R DEMOLITION INC**Receipt #:** 189-259115
Business Type: ALL OTHER TYPES CONTRACTOR
(DEMOLITION)**Owner Name:** JOHN I DUNCAN JR
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POMPANO BEACH
Business Phone: 754-217-1110**Business Opened:** 10/13/2013
State/County/Cert/Reg: 13-D-18604-X
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-22-00000732
Paid 10/04/2022 27.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capital & Co Insurance Services 5455 Wilshire Blvd, Suite 1816 Los Angeles, CA 90036 License #: 6002332	CONTACT NAME: Uziel Montoya	
	PHONE (A/C, No, Ext): (310)492-2007 FAX (A/C, No): (310)525-5292	
INSURED R2r Demolition Inc John Duncan 2000 Northwest 18th Street Pompano Beach, FL 33069	E-MAIL ADDRESS: cs@capcoinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Obsidian Specialty Insurance Company	NAIC # 16871
	INSURER B: Kemper	10914
	INSURER C: Sutton Specialty Insurance Company	16848
	INSURER D: Kinsale Insurance Company	38920
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 00009406-10717** **REVISION NUMBER: 8**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		SCB-GL-000021317	12/06/2022	12/06/2023	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		509820066810001	12/06/2022	12/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO	BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$ 1,000,000				
						\$
C	☒ UMBRELLA LIAB ☒ OCCUR		ISCCX03000000731	02/08/2023	12/06/2023	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	☐ DED ☐ RETENTION \$	\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N ☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liability		0100225505-0	02/08/2023	02/08/2024	Aggregate 1,000,000
	Pollution Liability		0100225505-0	02/08/2023	02/08/2024	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance

CERTIFICATE HOLDER	CANCELLATION
Named Insured Verification	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Benjamin Solenka</i>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

DUNCAN, JOHN IRA JR

R2R DEMOLITION INC
2000 NW 18TH STREET
POMPANO BEACH FL 33069

LICENSE NUMBER: RB29003809

EXPIRATION DATE: AUGUST 31, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

R2R DEMOLITION INC
2000 NW 18Th STREET
POMPANO BEACH FL 33069
786-560-7219
R2RDEMOLITIONINC@GMAIL.COM
CC# 13-D-18604-X
16B00298

TO WHOM IT MAY CONCERN

BID CLARIFICATION

1 Please provide the Mandatory Pre-Bid signing sheet
ANSWER - it is Attached

2 Please provide any as built of the and or record drawings showing the extend of said building
and concrete slab foundations to be demolished
ANswer it is ATTACHED

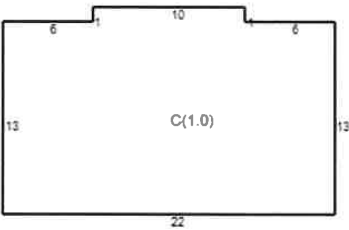
3 ITB states THE TOWN ENCOURAGES THE CONTRACTOR TO RECYCLE AND SALVAGE
AS MUCH BUILDING MATERIAL AS POSSIBLE DURING THIS PROCESS
ANSWER- R2R DEMOLITION INC WILL SALVAGE AND RECYCLE ALL BUILDING
MATERIALS AND WILL GIVE 50% of THE PROFIT FOR RECYCLING OF BUILDING
MATERIAL BACK TO THE CITY FOR A BETTER PRICE FOR THE OWNER

4 Please confirm the town will coordinate with fpl for the power service disconnect
Answer YES CONFIRM

5 ITB Sheet 9 of 39 states ALTERNATE REMOVAL OF ASBESTOS IF FOUND
ANSWER YES CONFIRM PRICE INCLUDES ASBESTOS SURVEY

BCPA Sketch : 514220010093
Building 1 of 1

Code	Description	Long Description
C(1.0)	First Floor	First Floor



Details :

Page : 1
File : 1220-01-0093.xml
Subject information :

Area Summary :

Code	Description	Area	Perimeter	Adj. Area	Adj. Perim	Factor	Stories	Level
C(1.0)	First Floor	296.00	72.00	296.00	72.00	1.00	1.00	1.00

TOWN OF PEMBROKE PARK

ITB # 23-01
 DMOLITION & DISPOSAL - 1708 S.W. 31ST AVENUE
 PRE-BID MEETING
 JANUARY 27, 2023

COMPANY	CONTACT PERSON	EMAIL	PHONE #
SUNEAGLE GC	Oscar Kieninger	OSCAR@SUNEAGLEG.CM	305 / 970-8972
PRIMO CONSTRUCTION	DARIO DIAZ	DIAZ@PRIMO.CO.WO	954/504-5458
Romy Helton	THUNDER DEMO	info@thunderdemolition.ca	305-757-9444
Walton Construction	Demetrius Walker	dwalker@pcconcrete.net	954-549-7019
Metro Contractor Inc	Luther Valiente	metro3836@gmail.com	786 508 7611
R2R Demolition Inc	John Durkan	R2RDemolitionInc@gmail.com	786-560-7219
PARAGON CONSTRUCTION		PARAGON@DISCOUNT.NET	954 292 6776

Site plan and execution

Firstly, we would make sure all trees that are designated for Protection had the tree protection barrier around the so everyone would know the tree is not to be touched. The site will then be fenced in as to protect the public as well as the entities involved in this project. All utilities will be disconnected and or capped by licensed professionals.

Then we would start the Demolition process. Once the demolition is done and the debris and recyclables are separated they will be hauled off the site and disposed of at their respected facility's.

Once the demolition debris is cleared away my team and I will then lay drought weather resistant sod.



TOWN OF PEMBROKE PARK

Notice Inviting Bids ITB #23-01

1708 SW 31st Avenue, Pembroke Park, Florida DEMOLITION & DISPOSAL

The Town of Pembroke Park is seeking to demolish and dispose the existing single story and materials on site per the order served by the Broward County Unsafe Structure Board on August 26th, 2022

Sealed proposals will be received by the Town of Pembroke Park until 10:00 a.m. on Friday, February 10, 2023, in the Town Clerk's Office located at 3150 SW 52nd Avenue, Pembroke Park, FL 33023, and opened 10:30 a.m. for 1708 SW 31st Avenue, Pembroke Park, Florida, Demolition & Disposal.

Bid documents may be obtained from the Town of Pembroke Park website at www.tppfl.gov or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Miguel Nunez, Chief Building Official via email at mnunez@tppfl.gov. There is no charge for the documents. The bid documents contain the scope of work.

Due to the nature of this project a mandatory pre-bid has been scheduled for Friday, January 27, 2023, at 9:00 am at the property location.

The Town of Pembroke Park reserves the right to reject any or all bids; to waive any informalities or irregularities in any bid received; to re-advertise for bids; or to take any other such actions that may be deemed to be in the best interest of the Town. The Town anticipates entering into a written contract with the bidder who submits the bid judged by the Town to be the most advantageous, responsible, and most responsive.

Marlen Martell, Town Clerk
January 6, 2023



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 23-002

DATE: February 14, 2023

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Reynold Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

TO: Juan Carlos (JC) Jimenez, Town Manager

TO: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **Demolition and Disposal Services for Unsafe Structure at:
1708 SW 31 Avenue, Pembroke Park, Florida.**

At this time, I would like to request authorization from the commission and the Town Manager to issue the Notice to Proceed (NTP) to the selected contractor noted below for the proposed Demolition and Disposal Services for Unsafe Structure. see below the chart comparison of the provided proposals and attachments.

Ranking	Vendor	Amount (\$)
1	Paragon Construction Unlimited, Inc.	\$59,560.00
2	R2R Demolition Inc.	\$94,500.00

Based in the above chart and the proposed associated amounts, we recommend the selected contractor to be **Paragon Construction Unlimited, Inc.**

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/23-002.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/23-002.docx)

TOWN OF PEMBROKE PARK

ITB # 23-01
DMOLITION & DISPOSAL – 1708 S.W. 31ST AVENUE
PRE-BID MEETING
JANUARY 27, 2023

COMPANY	CONTACT PERSON	EMAIL	PHONE #
SUNEAGLE G.C.	OSCAR FERNANDEZ	OSCAR@SUNEAGLEG.C. com	305 / 970-8972
PRONTO Construction	DARIO DIAZ	DIAZ@PRONTOCD.COM	954/504-5458
Ronny Herrera	THUNDER Demo	info@THUNDERdemolition.com	305-757-9444
Woodburn Construction	Demetrius Walker	dwalker_cpi@comcast.net	954-549-7019
Metro Contractor Inc	Luther Valiente	metro3836@gmail.com	786 508 7611
R2R Demolition Inc	John Duncan	R2RDemolitionInc@gmail.com	786-560-7219
PARAGON CONSTRUCTION		PARAGON@BILLSUNITE.NET	954 292 6776

AGENDA ITEM REPORT



To:

Subject: Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Cell Phone Policy - Pembroke Park \(00553150xC4B6A\) \(002\)](#)

	Status:
Babette Friedman, HR Director	Approved - Feb 14 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023



TOWN OF PEMBROKE PARK

Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones

Approved By: _____ Date Approved: _____
EFFECTIVE DATE #: March 8, 2023 UPDATED: March 8, 2023

The Town has determined that the use of cell (mobile) phones contributes to the overall effectiveness of conducting the public's business. The purpose of this policy is to provide efficient and consistent standards and procedures for the use and maintenance of cell phones by Employees of the Town to whom a cell phone has been issued, and to provide effective organizational communication and cost management associated with acquiring and operating cell phones. In addition, this policy provides the appropriate procedures to archive and make appropriately accessible public records of text message communications made or received in connection with Town business. Please note that for personal cell phones not issued by the Town, text message communications made or received in connection with Town business are also subject to public records disclosure.

SETUP OF CELL PHONES:

The Town's Information Technology (IT) division is responsible for assisting in the initial setup of the Town cell phone. IT provides technical assistance in setting up and maintaining cell phones. IT is responsible for the identification, acquisition and implementation of communication and information technologies that securely capture public records, including but not limited to text messages, which are made or received in connection with Town business, for retention in compliance with all applicable laws and Town policy. IT is responsible for establishing a Town standard platform for public record storage to ensure compliance with records retention requirements.

POLICY FOR EMPLOYEE USE:

Each Employee who is assigned a Town cell phone, or who chooses to use a personal cell phone to communicate regarding work-related matters, is required to follow this policy.

- A. The use of cell phones should never interfere with an employee's attention to duty and should never be used when engaged in safety-sensitive functions requiring the employee's full attention.
- B. Employees should limit the use of personally owned cell phones and telephone

calls, in frequency and duration, to the greatest extent possible during hours of employment. This includes incoming as well as outgoing telephone calls. Personal calls should not interfere with an employee's duties and should not impact an employee's productivity.

- C. Regardless of whether a Town-issued cell phone or personal cell phone is being used for public or incidental personal purposes, Employees shall not initiate a cell phone call while they are driving a Town-owned motor vehicle or operating Town-owned equipment. Employees who receive a cell phone call while driving a Town-owned motor vehicle or operating Town-owned equipment are required to stop the vehicle/equipment in a safe location so that communication is held while the vehicle is stopped. The use of "hands free" technology is the only acceptable method for initiating and receiving calls, but user must still ensure it does not interfere with the safe operation of the vehicle or equipment. This section shall not apply to Employees who are passengers in a motor vehicle.
- D. The use of cell phones to send text messages, check email, or browse the internet while driving is prohibited.
- E. Unauthorized or inappropriate use of Town cell phones may result in: loss of cell phone privileges; disciplinary or adverse action; or being held personally liable for any costs associated with the inappropriate use.

TOWN CELL PHONES

- A. Upon recommendation from Department Head, the Town Manager may authorize an Employee to receive a Town cell phone based upon an Employee's job responsibilities.
- B. Employees are responsible for the safekeeping, maintenance, and care of the cell phone and are required to take appropriate precautions to prevent loss, theft, damage, and unauthorized access to the cell phones. Employees will be financially responsible for any loss, theft, or damage to a Town-issued cell phone, unless the theft or loss was caused by circumstances beyond the control of the employee during the performance of the employee's assigned duties. Financial responsibility may include repair or replacement of the Town-issued cell phone. Loss, theft, or damage of a Town-issued cell phone must be immediately reported to the employee's supervisor and IT. If lost or stolen, IT will immediately notify the telephone carrier/service provider so that service to the cell phone may be suspended or deactivated to avoid unauthorized use of the service. In the case of loss or theft, the employee must obtain a police report and the police report must be submitted to Human Resources within forty-eight (48) hours of the incident..
- C. Reasonable precautions should also be made to prevent equipment theft and vandalism.
- D. An Employee must surrender the assigned cell phone upon request by the Employee's supervisor, Department Head, or Town Manager.

- E. The Town reserves the right to review, audit, and inspect Town-issued cell phone records at any time, with or without notice.
- F. The use of Tik-Tok is prohibited on Town-issued devices. Facebook, Instagram, LinkedIn and other social media sites are to be used for Town-business purposes only.
- G. When an employee separates from employment with the Town, IT will be responsible for:
 - Retrieving from the employee the Town-issued cell phone and all related accessories including, but not limited to, chargers;
 - Inspecting the cell phone for any damage, to try to ensure that it is in proper working order;
 - Ensuring that the final cellular telephone bill is reviewed for any personal use for which the Town may be due reimbursement by the employee pursuant to this Policy.

In the event an employee fails to return a Town-issued cell phone upon separation from employment with the Town, the Town may withhold funds from the employee's final paycheck to the extent permitted by law, in an amount which covers the cost of the cell phone.

ARCHIVAL POLICY

- A. In the course of conducting ordinary business, Town officials and Employees may use electronic messaging technologies, such as text messages and instant messaging, to communicate. The Florida Attorney General has opined that such messages are public records under Chapter 119 of Florida Statutes. Consequently, the Town needs to accurately capture, store, and make appropriately accessible electronic and text messaging records.
- B. Users of Town-issued devices must opt in to the Town's Archive Text Service Provider (currently Smarsh).
- C. Town-issued devices must be compatible with the Town's standard platform for text messaging communication and records retention.
- D. Employees must send business related text messages through the Town's standard platform to ensure its retention, whether such messages are sent or received on a Town-issued phone or a personal phone.
- E. If there is a critical public safety or other critical operational need that requires the use of a communications device that is not supported by the Town's standard platform, and such use is approved by the Town Manager and Department Head, then the user of such device is personally responsible for compliance with the public records law and retention schedules with respect to the use of such device and retention of text messages. Employee may meet this requirement by

forwarding the text messages to their Town e-mail address.

- F. Employees who use personal equipment for text messaging communication related to official Town business are personally responsible for compliance with the public records law and retention schedules with respect to the use of such device and retention of text messages. Employee may meet this requirement by forwarding the text messages to their Town e-mail address.
- G. Employees who violate any part of this policy; who fail to properly preserve electronic communications and text messages; or who intentionally delete electronic communications, text messages, or public record information from cell phones, will be subject to discipline, up to and including termination.

Juan Carlos (JC) Jimenez, Town Manager

Date

AGENDA ITEM REPORT



To:

Subject: Investigation Procedures

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Investigations Policy Final](#)

	Status:
Babette Friedman, HR Director	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK

Investigation Procedures

Approved by: _____

Date Approved: _____

Effective Date: March 8, 2023

Last Updated: March 8, 2023

PURPOSE

The purpose of this policy is to establish procedures for conducting investigations when a complaint is made about anyone who receives remuneration from the Town. If a complaint is made about a Town employee, it will be investigated internally by Human Resources. If a complaint is made about the Town Manager, Town Attorney, Human Resources Director, or Town Commission, the Town will obtain an outside investigator to investigate the complaint. Depending on the nature of the complaint, investigations of Town employees may also be conducted by an outside investigator.

OBJECTIVE

The Town of Pembroke Park strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The Town seeks to create an environment characterized by mutual trust and the absence of intimidation. The Town of Pembroke Park will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and through education of employees, The Town of Pembroke Park seeks to prevent, correct, and discipline behavior that violates any Town, State, or Federal policy, procedure, rule, or regulation.

All employees, regardless of their position, are covered by and required to comply with all Town policies and to take appropriate measures to ensure that prohibited conduct does not occur. Disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Employees who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to Human Resources (HR), are in violation of this policy and are subject to discipline. Malicious or false allegations may result in disciplinary action.

RETALIATION

The Town has a zero-tolerance policy with regard to retaliation. This applies to everyone, whether a Town employee, Manager, Human Resources Director, Attorney, or Commission

{00552135.2 3399-0000023 }

member initiates a complaint, or the person is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the Town's investigation, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to discipline, up to and including termination from employment. If an individual believes that they are being retaliated against in violation of this policy, the individual must report the retaliation to Human Resources immediately. If someone from Human Resources is retaliating against an individual, the individual must report the retaliation to the Town Manager immediately.

CONFIDENTIALITY

A complaint of misconduct filed with the Town against a Town employee, and all information obtained pursuant to an investigation by the Town of the complaint of misconduct, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the Town provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the Town has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or file charges.

This section also means that all witnesses and all employees must maintain confidentiality about the investigation, before, during, and after their interviews with investigators. Employees and individuals are prohibited from discussing an ongoing investigation or discussing their interviews related to an investigation. Failure to maintain confidentiality during an ongoing investigation is subject to disciplinary action, up to and including termination.

INTERFERENCE/INTIMIDATION

Employees and individuals are prohibited from interfering with an investigation. Employees and individuals are prohibited from intimidating or questioning victims, witnesses, complainants, or anyone involved in an investigation. There is a wide scope of behavior that can be considered interference or intimidation. The Town Manager will determine whether interference or intimidation during an ongoing investigation has occurred. Violating the above policies regarding Retaliation and Confidentiality is regarded as interfering with an investigation.

COMPLAINT PROCEDURE

Employees are required to cooperate fully with and assist in all investigations if requested to do so. Employees are required to provide honest and truthful information. Refusal to cooperate in an investigation, providing dishonest or false information in an investigation, or retaliating against any employee who participates in an investigation, may result in disciplinary action, up to and including termination of employment. Where circumstances warrant, the Town Manager may place an employee on administrative leave with pay, pending the completion of an investigation.

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When a formal complaint is filed, the initial complaint will be reviewed by the Town Manager, Town Attorney, and Human Resources Director. Once reviewed, the committee will determine whether an investigation is necessary in order to address the employee's complaint.

The procedure for the making and investigating all complaints is as follows:

Step 1: Any Employee who observes misconduct or believes they are the recipient of misconduct may request a meeting, within ten (10) working days of the occurrence, with the Human Resources Director to discuss the Employee's complaint. The Human Resources Director will also receive complaints from any non-employee who observes a Town employee engaging in potential misconduct.

Meetings with Human Resources to discuss complaints will be on an informal basis; however, a written record of the meeting will be made. The individual should provide Human Resources with any documents or information which support the individual's complaint. The Human Resources Director will review the complaint with the Town Manager and Town attorney (the committee) to determine whether an investigation is necessary to address the individual's complaint.

If the committee determines that an investigation is appropriate the Human Resources director will investigate the complaint. Interviews conducted during an investigation will be audio recorded. Human Resources will issue a written statement of findings, typically within thirty (30) working days of the initial meeting with the complainant. Investigations may extend beyond thirty (30) working days depending on the nature and scope of the investigation.

Step 2: In the event that an Employee who filed a complaint is not satisfied with the decision of the Human Resources Director, the Employee may prepare written objections to the Human Resources Director's decision, which must be submitted within ten (10) working days of the date of the decision. The objections must be delivered to the Town Manager who will schedule a meeting with the Employee within ten (10) working days of receipt of the objections. At this meeting, the Employee will have the opportunity to present any relevant documents and information which supports the Employee's objections. This meeting will be audio recorded. Following this meeting, the Town Manager will further investigate the matter and issue a written statement of findings to the complainant, within ten (10) working days. The decision of the Town Manager is final.

INVESTIGATION PROCEDURE

A. At a minimum, the investigation must include interviews of the complainant, the alleged victim, the alleged offender(s), and all individual(s) who have been identified as those with knowledge of the alleged infraction(s). The Town will maintain the confidentiality of the complainant unless disclosure is required by law, by agreement, or is necessary to complete a thorough investigation;

B. If the complaint is sustained, a copy of the investigative summary report and the resulting corrective action will be immediately placed in the offending Employee's personnel file. All investigative supporting documents must be retained in the investigative file in accordance with state public records retention requirements;

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C. The Human Resources Director will send, by certified mail or hand delivery, copies of all written statements and documents related to the complaint, to the individual(s) who are the subject of the investigation and to the Town Manager on the date of issuance of the report; and

D. If, during the investigation of the complaint, the complainant or any witness complains of retaliation, the investigator, will verification of the retaliation, will recommend, and the Town Manager shall order, such interim relief deemed necessary to protect the complainant and the witness(es). Such relief may include, but need not be limited to, discipline or transfer of the offenders and/or transfer of the complainant or witness(es) if requested by the complainant or witness(es). The determination of the appropriate type of interim relief is in the sole and exclusive discretion of the Town Manager.

PENALTIES AND DISCIPLINE

Any Employee determined to have violated this policy or any Town, State, or Federal policy, procedure, rule, or regulation, will be subject to discipline, up to and including the termination of the Employee's employment from the Town.

Juan Carlos (JC) Jimenez, Town Manager

Date

AGENDA ITEM REPORT



To: Police Department
Subject: Upgrade Fiber for Police Department
Meeting: 03 22 2023 WORKSHOP COMMISSION MEETING - Mar 22 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

FINANCIAL IMPACT:

This is a budgeted item. This will save the Town Money, and upgrade the speed of the internet.

RECOMMENDATION:

Upgrade to the higher speed

ATTACHMENTS:

[Town of Pembroke Park - Town - POLICE- 500Mbps - Feb 2023](#)

	Status:
Roy Brown, Finance & Budget Director	Pending
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

QUOTE



2/7/2023

Town of Pembroke Park

Fiber.CrownCastle.com

Salesperson	Salesperson Contact #	Salesperson Email Address	Sales Engineer	Delivery Interval	Payment Terms	Expedite Fees
Michael Gil	786-506-6110	Michael.Gil@crowncastle.com	Lisa Moran	30-45	1 Month in	TBD

CIR	Description	Service Location	Typ	Term	MRC	NRC
500Mbps	DIA	3150 SW 52nd Ave, Hollywood, FL 33023	DIA	36	\$549.11	Waived
	/29 IP Block	GSA Contract				

Technical Notes:

/29 IP addresses Included in this pricing - Approximate install time frame 120-150 days

Customer provided Router or Firewall is required to terminate provider DIA or Ethernet Service.

Pricing includes dedicated symmetrical bandwidth and with 99.99% Uptime SLA

Service is provisioned over 1000m port; Cat5e, SMF or MMF handoff options available

Must have router or firewall

Terms & Conditions

Customer is responsible for providing conduit access from property line to building suite along with rack space and power at no cost to provider. Customer router is required to terminate provider DIA service.

Pricing Considerations

1. This quote is valid for thirty (30) calendar days.
2. Pricing and availability is contingent upon final site survey and Engineering approval.
3. Any change to technical specifications or other service requirements not noted above make this price quote null and void.
4. Pricing does not include any Type II, cross-connect or on-net building backhaul charges unless noted.
5. All price quotes for Monthly Recurring (MRC) and Non-Recurring Charges (NRC) are stated in US Dollars.
6. All standard delivery intervals assume there is no build effort that requires permit/permission or third party approvals.

Crown Castle key differentiators:

All employees US based, 4 NOCs with engineer answering calls, no call centers.

Crown Castle owns and operates our fiber network 80K+ route miles; delivering services to the suite.

Support team: Channel Manager, Channel Sales Specialist, Client Service Manager (existing services), Sales Engineers all in the territory, and leadership to help partners grow their business.

Service Delivery Specialist assigned to every order, working with client to meet DDD, if customer needs to push delivery out before install, WE can do that.

Low Latency and high reliability, we can custom design a solution and provide route maps of our fiber.

We have the ability to provide route and equipment protection which sometimes is better than carrier redundancy, again showing the network design, POPS and fiber routes.

Combined Best in Class networks: Lighttower, FiberTech, FPL Fibernet, Sunesys and Wilcon.

Our products:

Dark Fiber
Ethernet
Wavelength
Private Networks
Managed SD-WAN
Internet Access
Colocation Added Solutions
DDoS

AGENDA ITEM REPORT



To:

Subject: Broward County Interlocal Agreement for Solid Waste

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

The Town currently has this agreement with Broward County. This is a renewal.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[20230214165727](#)

[Pembroke Park - 2nd Amendment to 2012 Solid Waste ILA](#)

[ILA Disposal Pembroke Park \(1st Amendment attached\) \(C&D only\) duly executed 8-2-18](#)

	Status:
Miguel Nunez, Building Official	Approved - Feb 15 2023
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023

Stephanie Woodbury

From: Knight, Eliner <eknight@broward.org>
Sent: Monday, February 13, 2023 1:01 PM
To: Stephanie Woodbury
Subject: Pembroke Park - 2nd Amendment to 2012 Solid Waste ILA
Attachments: ILA Disposal Pembroke Park (1st Amendment attached) (C&D only) duly executed 8-2-18.pdf; Pembroke Park - 2nd Amendment to 2012 Solid Waste ILA.pdf

Importance: High

Hi, Stephanie,

As discussed, attached is the Second Amendment to the 2012 Solid Waste ILA. It needs to be executed in order for your town to continue using Wheelabrator after July 2, 2023. The amendment will extend your ILA through July 2, 2028. When it has been signed by your town's officials, please return it to me via email. We do not require a hard copy.

We have also attached your town's executed 2012 ILA and executed First Amendment, for your convenience.

Please keep us informed of your progress in having the Second Amendment signed, since it was actually due quite a while ago. We realize that your Town was going through some staff changes at that time, so we reached out at this late date as a courtesy.

Please let us know if you require additional information or assistance.

Thank you.



Ek

Eliner Knight
Administrative Specialist
Solid Waste and Recycling Services
1 N University Drive, Suite 400, Plantation FL 33324
Office: 954-474-1849
eknight@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Second Amendment to September 1, 2012, Interlocal Agreement

This Second Amendment (the "Second Amendment") to the Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services, dated September 1, 2012, is executed by and between Broward County, a political subdivision of the state of Florida ("County"), and the **Town of Pembroke Park**, a municipal corporation ("Participating Community"). County and Participating Community are sometimes each individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. In June 2012, County entered into an agreement with Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator"), to provide for the disposal of solid waste generated within Broward County ("Original Disposal Agreement"). Subsequently, County and Wheelabrator have entered in to two (2) amendments (the Original Disposal Agreement and its amendments, including the Global Amendment, are collectively referred to as the "Solid Waste Disposal Agreement").

B. County and Participating Community (and other similarly situated Broward County municipalities) entered in to an interlocal agreement for solid waste disposal support services, dated September 1, 2012 ("Original Interlocal Agreement"), so that Broward County municipalities might benefit from the disposal capacity provided through the Solid Waste Disposal Agreement. The Original Interlocal Agreement was amended with a first amendment, the template for which was approved by action of the Broward County Board of County Commissioners on February 27, 2018, Agenda Item 58.B. ("First Amendment"), wherein each Participating Community selected Wheelabrator to provide waste disposal services (the Original Interlocal Agreement and First Amendment are collectively referred to as the "Interlocal Agreement").

C. The Solid Waste Disposal Agreement and the Interlocal Agreement each expire on July 2, 2023, unless extended.

D. The Solid Waste Disposal Agreement allows County to renew its term for an additional five (5) years through July 2, 2028, provided (in addition to certain other conditions) there are waste disposal commitments from municipalities within Broward County whose residents and businesses collectively generate at least 500,000 tons of residential and commercial Waste (as defined in the Solid Waste Disposal Agreement and otherwise known as "Contracted Processable Waste" in the Global Amendment and this Second Amendment) on an annual basis.

E. The Parties wish to continue working cooperatively, diligently, and in good faith with one another to find regional, cost-effective, and environmentally sustainable solutions to dispose of solid waste. The Parties desire to further that goal by entering in to this Second Amendment to extend the term of the Interlocal Agreement by another five (5) years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Solid Waste Disposal Agreement or the Interlocal Agreement, as applicable.

2. The Interlocal Agreement is hereby renewed for a five (5) year period, commencing July 3, 2023, through July 2, 2028 (the "Renewal Period").

3. During the full term of the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Contracted Processable Waste within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement.

4. In addition to committing the Contracted Processable Waste referenced in paragraph 3 above, Participating Community may communicate its non-binding intent to collect, transport, deliver, and deposit all the following waste (as indicated by checking "Yes" below) within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida. If Participating Community wishes to deliver and deposit any of the following waste to/at the appropriate receiving facility of Wheelabrator, it must provide a commitment to County and Wheelabrator by May 6, 2022.

Yard Waste

☐ Yes

☐ No

Bulk Trash

☐ Yes

☐ No

Construction and Demolition Debris

☐ Yes

☐ No

5. Pursuant to Article VIII(B) of the Global Amendment, County must provide notice to Wheelabrator not less than eighteen (18) months prior to the expiration of the Renewal Period if it intends on exercising an additional renewal term, which would commence July 3, 2028 ("Additional Renewal Period"). If Participating Community does not intend to extend the Interlocal Agreement for the Additional Renewal Period, it must give written notice to County at least twenty-one (21) months prior to the expiration of the Renewal Period. Unless such written notice is timely sent to County, Participating Community shall be deemed to have renewed this Interlocal Agreement through July 3, 2033, and Participating Community acknowledges that County will rely on Participating Community renewing the Interlocal Agreement in making its decision on whether to extend the Solid Waste Disposal Agreement for the Additional Renewal Period.

6. Participating Community hereby authorizes County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment for the entirety of the Renewal Period.

7. Participating Community understands that the services to which it is obligating itself by executing this Second Amendment, and that the terms and conditions under which those services will be provided, are those specified in the Solid Waste Disposal Agreement.

8. Preparation of the Second Amendment has been a joint effort of County and Participating Community, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. In the event of any conflict or ambiguity between this Second Amendment and the Interlocal Agreement, the Parties agree that this Second Amendment shall control regarding the matters set forth herein. The Interlocal Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Interlocal Agreement as previously amended or as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. This Second Amendment shall become effective at such date as the Broward County Board of County Commissioners renews or extends the Solid Waste Disposal Agreement, the option for which may be exercised once County has received waste disposal commitments from municipalities whose residents and businesses collectively generate 500,000 tons of Contracted Processable Waste on an annual basis. County shall not be liable to Participating Community, or any third party, for the action, inaction, or breach of a contractual obligation by Wheelabrator, including but not limited to any refusal by Wheelabrator to renew or extend the Solid Waste Disposal Agreement.

11. This Second Amendment may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the 24th day of August, 2021, and the **Town of Pembroke Park**, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

Print or type name

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Bertha Henry
Broward County Administrator

WITNESS:

Print or type name

_____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Matthew Haber (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL SUPPORT
SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING COMMUNITY**

PARTICIPATING COMMUNITY

WITNESS:

Print or type name

WITNESS:

Print or type name

ATTEST:

City Clerk (Print or type name)

TOWN OF PEMBROKE PARK

PARTICIPATING COMMUNITY

Mayor (Print or type name)

_____ day of _____, 20____

City Manager (Print or type name)

APPROVED AS TO FORM BY:

City Attorney (Print or type name)



Letter of Transmittal

Public Works Department

SOLID WASTE AND RECYCLING SERVICES

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

August 8, 2018

VIA FedEx: 772930310494

And email: tlarson@townofpembrokepark.com

To:

Town of Pembroke Park
Todd Larson
Public Services Director
3150 SW 52 Avenue
Pembroke Park, FL 33023

From:

Eliner Knight
Solid Waste and Recycling Services
One N University Drive, Suite 400
Plantation, FL 33324

Mr. Larson,

Enclosed please find:

- Two fully-executed **ILAs for Solid Waste Disposal Support Services** and
- Two fully-executed **First Amendments to the (September 1, 2012) ILA for Solid Waste Disposal Support Services**

Please contact me if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Elin".

Eliner Knight
Administrative Specialist
954-474-1849
eknight@broward.org

Enclosure

cc via email:

- Stephanie Woodbury (swoodbury@townofpembrokepark.com)

First Amendment to September 1, 2012 Interlocal Agreement

This is a First Amendment (the "First Amendment") to the September 1, 2012 Interlocal Agreement for Solid Waste Disposal Support Services (the "Interlocal Agreement") previously executed by and between Broward County, a political subdivision of the state of Florida ("County") and Pembroke Park, a municipal corporation ("Participating Community") (collectively, the "Parties").

RECITALS

- A. In June 2012, County entered into two agreements; one with Wheelabrator Environmental Systems Inc. ("Wheelabrator") and the other with Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron") (collectively, "Contractors") to provide for the disposal of solid waste generated within Broward County (the "Solid Waste Disposal Agreements"). Each of the Solid Waste Disposal Agreements requires the Contractors to accept Participating Community's waste for a five-year term that expires on July 2, 2018.
- B. Following execution of the Solid Waste Disposal Agreements, County offered all Broward municipalities the option of entering into the Interlocal Agreement to select either or both of the Contractors to provide solid waste disposal services, with pricing and waste disposal options listed in the Solid Waste Disposal Agreements.
- C. Sixteen municipalities entered into the Interlocal Agreement with County to become Participating Communities.
- D. In May 2015, County and Wheelabrator entered into a Global Amendment ("Global Amendment"), amending the Wheelabrator solid waste disposal agreement (as amended, the "Wheelabrator Solid Waste Disposal Agreement").
- E. The price options listed for the disposal of commercial and residential waste in the Wheelabrator Solid Waste Disposal Agreement's Exhibit "A" are listed as Option 1, Option 2, and Option 3. Option 1 was identified as Option A in the Interlocal Agreement, and only applies during the initial term of the Interlocal Agreement (the same initial term as the Wheelabrator Solid Waste Disposal Agreement), which is through July 2, 2018. Therefore, Option 1 (a.k.a. Option A) is not available as an option for any renewal of the Wheelabrator Solid Waste Disposal Agreement after July 2, 2018. For purposes of this First Amendment, and as identified below, Option 2 is the same as Option B under the Wheelabrator Solid Waste Disposal Agreement, and Option 3 is the same as Option C under the Wheelabrator Solid Waste Disposal Agreement.
- F. The Wheelabrator Solid Waste Disposal Agreement allows County to unilaterally extend the term through July 2, 2023. County has exercised that option. The Sun-Bergeron solid waste disposal agreement allows an extension of its term upon mutual written consent of County and Sun-Bergeron. County and Sun-Bergeron have not agreed upon terms for an extension, and the Sun-Bergeron solid waste disposal agreement is therefore expected to expire on July 2, 2018. Although

Participating Community may not obtain future services from Sun-Bergeron through this First Amendment, it acknowledges that it retains the option of seeking to directly contract with Sun-Bergeron for those services.

- G. The Interlocal Agreement's term runs concurrently with the Solid Waste Disposal Agreements. The Interlocal Agreement does not state, however, how an extension, if any, of the Solid Waste Disposal Agreements impacts the Interlocal Agreement's term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. The Interlocal Agreement is hereby renewed effective July 3, 2018 through July 2, 2023 (the "Initial Renewal Period").
3. During the full term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Residential Waste and Commercial Waste (as defined in the Wheelabrator Solid Waste Disposal Agreement and otherwise known as Contracted Processable Waste in the Global Amendment) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement on one of the following price terms, except for waste or recycling material that is transported outside of the state of Florida:

☐ Price Option B

☒ Price Option C

4. In addition to the Residential Waste and Commercial Waste referenced in paragraph 3 above, during the full term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all of the following waste (as indicated by checking "Yes" below) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida.

Yard Waste

☐ Yes

☒ No

Bulk Trash

☐ Yes

☒ No

Construction and Demolition Debris

☒ Yes

☐ No

5. Participating Community hereby authorizes the County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment during the full term of the Initial Renewal Period.

6. Under the Global Amendment, the County has a further unilateral right to extend the Wheelabrator Solid Waste Agreement through July 2, 2028 by initially notifying Wheelabrator of its intent to do so by January 15, 2022. To exercise that right, the County must have a binding written commitment for the entire second renewal term (July 3, 2023 through July 2, 2028 (the "Second Renewal Term")) from governmental entities within the County whose residents and businesses have annually generated at least 500,000 tons of waste collectively. The Interlocal Agreement (as amended by this First Amendment) expires on July 2, 2023, unless the Parties have entered into a timely amendment on or before January 15, 2022, reflecting that the Participating Community wishes to extend its commitment through the Second Renewal Term. At that time, Participating Community may adjust or change any of the options selected in paragraph 4 above.

7. Participating Community understands that the services to which it is obligating itself by executing this First Amendment, and the terms and conditions under which those services will be provided, are those specified in the June 26, 2012 solid waste disposal agreement between County and Wheelabrator as modified by the Global Amendment.

8. Exhibit C to the Interlocal Agreement is hereby removed in its entirety.

9. Preparation of the First Amendment has been a joint effort of County and Participating Communities, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Except to the extent modified herein, the Interlocal Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Interlocal Agreement, the terms and conditions of the First Amendment shall control.

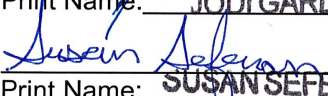
11. This First Amendment shall be effective upon execution by the Parties, and may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on the 27th day of February 2018, and each Participating Community, signing by and through officers duly authorized to execute same.

COUNTY

WITNESSES:


Print Name: JODI GARDNER

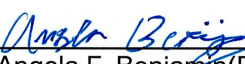

Print Name: SUSAN SEFERIAN

BROWARD COUNTY, by and through
its County Administrator

By 
for Bertha Henry, County Administrator

27th day of July, 20 18

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  7/2/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney



Rev. signature page 05-29-18

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING
COMMUNITY TOWN OF PEMBROKE PARK

ATTEST:



Municipal Clerk
Natasha Joseph
Print or Type Name

(SEAL)

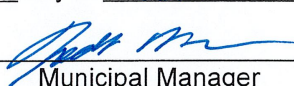


Participating Community

By 

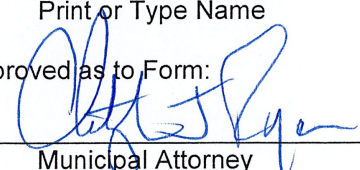
Mayor-Commissioner
ASHIRA MOHAMMED
Print or Type Name

29 day of June, 20 18



Municipal Manager
Todd V. Larson
Print or Type Name

Approved as to Form:

By: 

Municipal Attorney

INTERLOCAL AGREEMENT
between
BROWARD COUNTY
and
PARTICIPATING COMMUNITIES
for
SOLID WASTE DISPOSAL SUPPORT SERVICES

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

PARTICIPATING COMMUNITIES

for

SOLID WASTE DISPOSAL SUPPORT SERVICES

This Interlocal Agreement ("Agreement") dated for convenience September 1, 2012, between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES." It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, COUNTY is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit "A." Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit "A," written notice containing the amended Exhibit "A" shall be sent to all parties to this Agreement.

ARTICLE 1
BACKGROUND

- 1.1 In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the PARTICIPATING COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and

shall be construed as essential elements of the mutual considerations upon which this Agreement is based.

- 1.2 COUNTY and the Contract Communities (as such term is defined in the Prior Interlocal Agreement) have previously entered into a Prior Interlocal Agreement dated November 25, 1986, as amended, ("Prior Interlocal Agreement") which authorizes and requires COUNTY to provide for the disposal of solid waste delivered by or on behalf of the Contract Communities through July 2, 2013.
- 1.3 In order to provide for the continuous disposal of all Contract Community solid waste throughout the term of the Prior Interlocal Agreement, COUNTY has entered into an agreement with Wheelabrator South Broward Inc. and Wheelabrator North Broward Inc. dated June 28, 2011, pursuant to which COUNTY will deliver or cause to be delivered, solid waste generated within the Contract Communities, and the above companies will accept responsibility and dispose of such solid waste at its facilities until July 2, 2013.
- 1.4 In order to continue to make available to all Broward municipalities a regional, economic and environmentally sound method of solid waste disposal after July 2, 2013, the Broward County Board of County Commissioners approved on June 26, 2012: (i) an agreement between COUNTY and Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron" or "Contractor") dated June 26, 2012, for solid waste disposal services; and (ii) an agreement between COUNTY and Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator" or "Contractor") dated June 26, 2012, for solid waste disposal services (collectively referred to as the Solid Waste Agreement(s)). The terms of the Solid Waste Agreements require, among other things, Sun-Bergeron and Wheelabrator, for a five year initial term, to accept PARTICIPATING COMMUNITIES' waste and commence disposal operations on July 3, 2013.
- 1.5 In addition to approving the Solid Waste Agreements on June 26, 2012, the Broward County Board of County Commissioners further approved a "Side Letter" dated June 19, 2012, from Wheelabrator Technologies Inc. to Broward County, whereby COUNTY and Wheelabrator agreed to waive, for a limited period of time, COUNTY's right to preferential pricing based on certain third party agreements, in exchange for the company making payments to COUNTY for its exclusive use and benefit. COUNTY agrees to contribute Wheelabrator's payments to its solid waste programs, administration and operations.
- 1.6 It is the intent of this Agreement to offer to all Broward municipalities the option to execute this Interlocal Agreement and elect to become a PARTICIPATING COMMUNITY subject to the terms of this Agreement and the applicable Solid Waste Agreement(s). By electing to become a PARTICIPATING COMMUNITY a municipality has the discretion to select either or both Contractor(s) as its solid waste disposal company and select among the multiple price and waste options contained in the applicable Solid Waste Agreement(s). Participating Communities

have the further right, pursuant to this Agreement, to additional optional County services as provided for herein.

- 1.7 It is further recognized by PARTICIPATING COMMUNITIES and COUNTY that COUNTY is entering into this Agreement both representing the unincorporated County, a waste generation area with solid waste requiring disposal, and as the party that has the ultimate responsibility for disposal of solid waste within Broward County pursuant to Section 403.706(b)(1), Florida Statutes.
- 1.8 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.
- 1.9 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2 DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between COUNTY and Participating Communities.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 Participating Communities. The term "PARTICIPATING COMMUNITY" OR "PARTICIPATING COMMUNITIES" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the COUNTY and whose names appear in Exhibit "A" to this Agreement.
- 2.5 County. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.
- 2.7 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the PARTICIPATING COMMUNITY(IES) or the unincorporated County, or provide for the transportation and delivery of solid waste.
- 2.8 Residential Waste. The term "Residential Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.9 Commercial Waste. The term "Commercial Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.10 Unincorporated County. The term "unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.
- 2.11 Designated Facility. With respect to the Wheelabrator Solid Waste Agreement, the term "Designated Facility" shall mean either "Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement or "Alternate Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement when the conditions of Section 5.2 have been implemented. With respect to the Sun-Bergeron Solid Waste Agreement, the term "Designated Facility" shall mean "Waste Processing Facility" as that term is defined in that Sun-Bergeron Solid Waste Agreement; however for Additional Waste, the term "Designated Facility" shall refer to the "Material Recovery Facilities", as set forth in Exhibit B of the Sun-Bergeron Solid Waste Agreement.
- 2.12 Disposal Services Fee. The term "Disposal Services Fee" shall have the meaning as defined in the applicable Solid Waste Agreement.
- 2.13 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the applicable Solid Waste Agreement.

ARTICLE 3
COMMITMENT OF WASTE STREAM

- 3.1 PARTICIPATING COMMUNITY shall select a Solid Waste Agreement Contractor (Wheelabrator or Sun-Bergeron or both) by which it agrees to be bound and the applicable price option and waste option pursuant to said Solid Waste Agreement(s), and furnish COUNTY and the applicable Contractor written notice of its elections, concurrent with the execution of this Agreement in such form and with such information as is contained in Exhibits "B" and "C" attached hereto and

made a part hereof. PARTICIPATING COMMUNITY shall have a continuing obligation to immediately provide to COUNTY, in writing, any amendments it may enter into with the applicable Contractor to the selection of its price or waste options.

- 3.2 During the duration of this Agreement as defined in Article 11 hereof, the PARTICIPATING COMMUNITIES and COUNTY for the unincorporated area shall cause all of the Residential Waste, Commercial Waste and any other designated waste pursuant to Section 3.1, within each of their respective boundaries to be collected, transported, delivered and deposited at the appropriate receiving facilities of Contractor, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, except for waste or recycling material which is transported outside the state of Florida.
- 3.3 Each PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers executed after the effective date of the Solid Waste Agreement, a provision that all Residential Waste, Commercial Waste and any other designated waste shall be delivered to the appropriate receiving facilities of either Wheelabrator or Sun-Bergeron, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, with an exception for any waste generated in the County which is shown to be destined for recycling or disposal outside the state of Florida.
- 3.4 PARTICIPATING COMMUNITY shall elect to participate in the following optional COUNTY services by marking and initializing the box(es) below as appropriate:
- ☐ Centralized Billing Services, as described in Article 6.
 - ☐ Flow Control Enforcement Services, as described in Article 7.

ARTICLE 4 PARTICIPATING COMMUNITY'S OBLIGATIONS

- 4.1 Each PARTICIPATING COMMUNITY agrees to include in any hauler agreement for the collection of Residential Waste, including any renewal of an existing hauler agreement, entered into by a PARTICIPATING COMMUNITY and a licensed residential waste hauler after the effective date of the Solid Waste Agreement, the following: (a) the definition of Residential Waste as set forth in the Solid Waste Agreement; (b) the Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste as defined in the applicable Solid Waste Agreement, which is brought to a Designated Facility; (c) the Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the PARTICIPATING COMMUNITY; (d) a requirement for the Licensed Residential Waste Hauler(s) to

deliver all collected Residential Waste to the Designated Facilities, and (e) hours of operation for the Designated Facilities during which the Licensed Residential Waste Hauler shall be authorized to deliver waste to the Designated Facilities.

- 4.2 The PARTICIPATING COMMUNITY and the Licensed Commercial Waste Haulers shall execute a license agreement that sets forth the payment procedure in the Solid Waste Agreement for Commercial Waste Disposal Services, and which requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Designated Facilities.
- 4.3 If the PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall require the Licensed Commercial Waste Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for the PARTICIPATING COMMUNITY, calculated pursuant to terms of the Solid Waste Agreement and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between the PARTICIPATING COMMUNITY and the Licensed Commercial Waste Hauler(s) entered into after the Effective Date of the Solid Waste Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Municipalities which do not select centralized billing services may provide one aggregate bond meeting the requirements set forth herein.
- 4.4 If a PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall pay the Contractor within thirty (30) days of receipt of a monthly invoice issued by Contractor for Residential Waste Disposal Services. If the PARTICIPATING COMMUNITY disagrees with the amount stated in the invoice, the PARTICIPATING COMMUNITY shall notify the Contractor of such dispute. The PARTICIPATING COMMUNITY shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to the Contractor, or relieve Contractor of its obligations under this Agreement.

- 4.5 If the PARTICIPATING COMMUNITY selects centralized billing services pursuant to Article 6, the PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers for residential waste a provision that the hauler shall comply with the following: (1) [insurance and credit requirements as may be required by COUNTY]; (2) Pay COUNTY the full amount of each invoice within thirty days of receipt; (3) Agree to pay interest at the rate consistent with the Florida Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, for late payments; (4) Failure to timely pay is an event of default which if not timely cured within 15 days is an event of termination; (5) In the event the hauler disputes an invoice from COUNTY, the hauler shall first pay the full amount of the disputes charges when due, and shall, within thirty (30) days from the date of the receipt of the disputed invoice, give written notice of the dispute to COUNTY. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The parties agree to work in good faith to settle the dispute. In the event the parties cannot settle the dispute within sixty (60) days from the date of the receipt of the disputed invoice, the hauler may pursue any remedy available at law except withholding payment.
- 4.6 If a Participating Community collects its Residential Waste and hauls the Residential Waste to the Contractor, the PARTICIPATING COMMUNITY shall be responsible for all costs, including removal, transportation and disposal of the Unacceptable Waste brought to a Designated Facility.

ARTICLE 5
OUT OF STATE DISPOSAL AND REPORTING REQUIREMENTS

- 5.1 Any Solid Waste or recyclables generated in Broward County which are shown to be destined for transportation to any destination outside of the State of Florida based on a sworn affidavit of a hauler delivered to the COUNTY and PARTICIPATING COMMUNITY generating the waste and reciting facts which evidence the transportation and disposal of waste outside the state of Florida, are excluded from the flow control restrictions contained in Section 3.2 of this Agreement.
- 5.2 In addition to the affidavit required in Section 5.1, any hauler who elects to transport and dispose of any Broward County waste outside the state of Florida shall provide to COUNTY and PARTICIPATING COMMUNITY generating the waste, a monthly report containing the information listed below so as to enable the County and affected PARTICIPATING COMMUNITY to accurately monitor the collection, flow and disposal of waste.
- 5.3 A monthly report shall be due no later than 30 days after the end of the preceding month, delivered to the Director of Solid Waste and Recycling Services as to the COUNTY, and to the Public Works Director or equivalent position as to any

PARTICIPATING COMMUNITY, certified by the hauler, containing at a minimum the following information and documentation regarding any waste which is collected, transported and disposed of out of the state:

- 5.3.1 The tonnage, origin and type of waste which has been disposed of by the hauler outside the state;
- 5.3.2 The date(s) on which the hauler collected the waste and the location or route of the collected waste;
- 5.3.3 The location of the final disposal facility for the waste, including the location of any other facilities, such as transfer stations where waste is temporarily transported en-route to its final destination out of state;
- 5.3.4 Copies of all receipts, weigh tickets, reports and other written material verifying the collection, transportation and disposal of waste outside the state by the hauler;
- 5.3.5 Such other documentation and information on forms which may be prescribed by, and as the COUNTY or PARTICIPATING COMMUNITY generating the waste may reasonably require to confirm compliance with this section.

ARTICLE 6 OPTIONAL COUNTY CENTRALIZED BILLING SERVICES

- 6.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY centralized billing services program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY centralized billing services program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY centralized billing services by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.
- 6.2 If PARTICIPATING COMMUNITY timely notifies COUNTY of its election for centralized billing services, COUNTY shall provide the following services:
 - 6.2.1 Review invoices from and timely pay Contractors.
 - 6.2.2 Process billing statements to the haulers and PARTICIPATING COMMUNITIES, as applicable.
 - 6.2.3 Collect data from load tickets received from disposal and transfer facilities.

- 6.2.4 Provide financial and tonnage reporting for each PARTICIPATING COMMUNITY.
 - 6.2.5 Collect required security deposits from haulers.
 - 6.2.6 Suspend haulers for non-payment.
 - 6.2.7 Institute appropriate collections for delinquent accounts.
 - 6.2.8 Research tonnage discrepancies as appropriate.
 - 6.2.9 Maintain copies of haulers' certificates of insurance.
 - 6.2.10 Issue truck decals and maintain vehicle information.
 - 6.2.11 Disburse Contractor rebates received by County as appropriate in accordance with the Solid Waste Agreements.
 - 6.2.12 Reconcile tonnages to the Contractor's monthly invoices.
- 6.3 All costs and expenses for COUNTY's centralized billing services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.15 (fifteen cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.
- 6.4 COUNTY reserves the right, in its sole discretion, to cease providing centralized billing services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 6.5 COUNTY shall invoice PARTICIPATING COMMUNITY for centralized billing services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.

ARTICLE 7 OPTIONAL COUNTY FLOW CONTROL ENFORCEMENT SERVICES

- 7.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY flow control enforcement program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY

that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

- 7.2 Each PARTICIPATING COMMUNITY electing to participate in flow control enforcement agrees to include a requirement that haulers consent to inspection of loads by COUNTY in any agreements, licenses, permits, franchises or other arrangements with haulers entered into after this Agreement.
- 7.3 COUNTY agrees to provide the following services as part of its flow control enforcement:
 - 7.3.1 Monitor the delivery of waste to the designated Disposal Facilities.
 - 7.3.2 Assist PARTICIPATING COMMUNITY staff in identifying violations of applicable solid waste ordinances, including efforts to avoid payment of franchise fees.
 - 7.3.3 Assist the PARTICIPATING COMMUNITIES with identifying unauthorized haulers providing service within a PARTICIPATING COMMUNITY.
 - 7.3.4 Assist the PARTICIPATING COMMUNITIES WITH identifying commercial businesses with inadequate solid waste services.
 - 7.3.5 Such other services as COUNTY and PARTICIPATING COMMUNITES agree are necessary to monitor adherence to this Agreement.
- 7.4 COUNTY reserves the right, in its sole discretion, to cease providing flow control enforcement services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 7.5 COUNTY shall invoice PARTICIPATING COMMUNITY for flow control enforcement services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.
- 7.6 All costs and expenses for COUNTY's flow control enforcement services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.37 (thirty seven cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by

the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.

ARTICLE 8
RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the PARTICIPATING COMMUNITIES and COUNTY.

ARTICLE 9
INDEMNIFICATION

To the maximum extent permitted by law, COUNTY and each PARTICIPATING COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses of damages whatsoever, including the intentional or negligent acts of each arising out of the performance of the obligations under this Agreement of COUNTY and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 10
DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach.

ARTICLE 11
DURATION

This Agreement shall be effective upon execution by COUNTY and a PARTICIPATING COMMUNITY. This Agreement shall remain in effect concurrently with the term of the Solid Waste Agreements and shall remain in effect so long as COUNTY and any PARTICIPATING COMMUNITY are subject to the Solid Waste Agreement(s). If, for any reason, the Solid Waste Agreements are terminated, this Agreement shall be deemed terminated as of the date of termination of the Solid Waste Agreement(s).

ARTICLE 12
THIRD PARTY BENEFICIARY

Wheelabrator and Sun-Bergeron shall be deemed to be third party beneficiaries to this Agreement entitled to assert any rights which otherwise would be available to COUNTY relating to a PARTICIPATING COMMUNITY'S performance of its obligations pursuant to this Agreement.

ARTICLE 13
MISCELLANEOUS

- 13.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement.
- 13.2 STATE AND FEDERAL LAWS. The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 13.3 NOTICES. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B," which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit "B" and of COUNTY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.
- 13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.
- 13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the state and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.

13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).

13.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.9 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY**

WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13.10 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

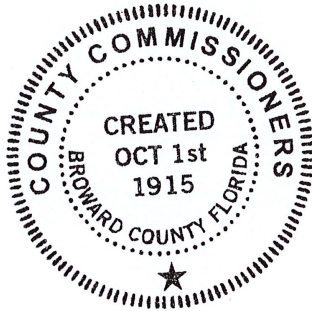
[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 8th day of January, 20 13, and each PARTICIPATING COMMUNITY, signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



BROWARD COUNTY, by and through its
Board of County Commissioners

By 
Mayor
9th day of August, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  7/14/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney

NMP:slw
Rev. signature page 06-25-18

PARTICIPATING COMMUNITY

TOWN OF PEMBROKE PARK
Name of Participating Community

WITNESS:

Stephanie Rodden

al

29 day of June, 20 18

ATTEST:

By:

[Signature]
City Manager

[Signature]
City Clerk

29 day of June, 20 18

APPROVED AS TO FORM:

[Signature]
City Attorney

(CORPORATE SEAL)



NMP:slw
12-19-12
NMP-DisposalLA121912.doc
Rev. signature pages 05-24-18)

EXHIBIT A
NAMES OF PARTICIPATING COMMUNITIES

EXHIBIT B
NOTICES FOR PARTICIPATING COMMUNITIES

EXHIBIT C

NOTICE OF MUNICIPAL SELECTIONS FOR SOLID WASTE DISPOSAL

Municipality: Pembroke Park

Residential Waste and Commercial Waste:

☒ Wheelabrator

☐ Price Option A

☐ Price Option B

☒ Price Option C

☐ Sun-Bergeron

☐ Neither

☐ Both

Describe: _____

Yard Waste

☐ Wheelabrator

☐ Sun-Bergeron

☒ Neither

Bulk Trash

- ☐ Wheelabrator
- ☐ Sun-Bergeron
- ☒ Neither

Construction & Demolition Debris

- ☒ Wheelabrator
- ☐ Sun-Bergeron
- ☐ Neither

Signature of Authorized Official



Date

6/29/2018

AGENDA ITEM REPORT



To:

Subject: Broward County Interlocal Agreement Renewal - gas tax

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Gas Tax Renewal Memo to Cities 3 Cent 5th Cent](#)

[3 Cent Admin Update Chart_2023](#)

[5th Cent Admin Update Chart_2023](#)

[Fifth Cent Local Option Gas Tax ILA Pembroke Park](#)

[Fifth Cent Local Option Gas Tax ILA Pembroke Park](#)

[Three-Cent Local Option Gas Tax ILA Pembroke Park](#)

[Three-Cent Local Option Gas Tax ILA Pembroke Park](#)

Status:

Miguel Nunez, Building Official
Roy Brown, Finance & Budget
Director

Approved - Feb 15 2023
Approved - Feb 15 2023

Town Attorney, Town Attorney
JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Approved - Feb 15 2023
Approved - Feb 16 2023
Approved - Feb 16 2023



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEBR). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEBR updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEBR updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two original interlocal agreements** to OMB at the address above.

Sincerely,

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

**"Additional" Three Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	1.521814%
Cooper City	0.911008%
Coral Springs	3.541172%
Dania Beach	0.844212%
Davie	2.810117%
Deerfield Beach	2.296077%
Fort Lauderdale	4.964906%
Hallandale Beach	1.094717%
Hillsboro Beach	0.052034%
Hollywood	4.068948%
Lauderdale-by-the-Sea	0.162985%
Lauderdale Lakes	0.964645%
Lauderhill	1.967034%
Lazy Lake	0.000815%
Lighthouse Point	0.275958%
Margate	1.543431%
Miramar	3.631030%
North Lauderdale	1.184024%
Oakland Park	1.169315%
Parkland	0.955845%
Pembroke Park	0.164298%
Pembroke Pines	4.499722%
Plantation	2.470331%
Pompano Beach	2.988862%
Sea Ranch Lakes	0.014184%
Southwest Ranches	0.202674%
Sunrise	2.560452%
Tamarac	1.910640%
Weston	1.794488%
West Park	0.400383%
Wilton Manors	0.303879%
Total Incorporated	51.270000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

**"Transit" Fifth Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	0.771741%
Cooper City	0.461990%
Coral Springs	1.795796%
Dania Beach	0.428116%
Davie	1.425064%
Deerfield Beach	1.164385%
Fort Lauderdale	2.517799%
Hallandale Beach	0.555152%
Hillsboro Beach	0.026388%
Hollywood	2.063442%
Lauderdale-by-the-Sea	0.082653%
Lauderdale Lakes	0.489190%
Lauderhill	0.997521%
Lazy Lake	0.000411%
Lighthouse Point	0.139944%
Margate	0.782704%
Miramar	1.841365%
North Lauderdale	0.600441%
Oakland Park	0.592982%
Parkland	0.484727%
Pembroke Park	0.083319%
Pembroke Pines	2.281895%
Plantation	1.252752%
Pompano Beach	1.515709%
Sea Ranch Lakes	0.007193%
Southwest Ranches	0.102780%
Sunrise	1.298454%
Tamarac	0.968922%
Weston	0.910020%
West Park	0.203042%
Wilton Manors	0.154103%
Total Incorporated	26.000000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relieved through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.
3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research ("BEBR") population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties' respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es)):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPAÑO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relieved through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es)):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPAÑO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent (\$0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent (\$0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the three-cent (\$0.03) local option gas tax to be used for transportation expenditures and to allocate the proceeds of the local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Forty-eight and Seventy-three

One-hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

- 3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
- 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
- 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent (\$0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
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BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

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Designated Address for Notices:
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Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION
GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

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Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
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COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION
GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

TOWN OF PEMBROKE PARK, through its Town Commission, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK, a municipal
corporation

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

Designated Address for Notices (include e-mail address(es):

AGENDA ITEM REPORT



To:

Subject: Emergency sewer repair - 4320 S.W. 30th Street

Meeting: 02 22 2023 WORKSHOP COMMISSION MEETING - Feb 22 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This was an emergency sewer line repair that occurred on S.W. 30th Street

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[20230214154635](#)

	Status:
Miguel Nunez, Building Official	Approved - Feb 15 2023
Roy Brown, Finance & Budget Director	Approved - Feb 15 2023
Town Attorney, Town Attorney	Approved - Feb 15 2023
JC Jimenez, Town Manager	Approved - Feb 16 2023
Marlen Martell, Town Clerk	Approved - Feb 16 2023



Emergency Sewer Repair

Location: 4320 S.W. 30th Street

Date: 1/4/2023

<u>Vendor Name</u>	<u>Cost</u>
Cacique Utilities	\$30,800.00
Johnson Environmental	\$4,664.50

Total costs: \$35,464.50

INVOICE

Cacique Utilities LLC
3922 New Valencia
Greenacres, FL 33467

lisa@caciqueutilities.com



Town of Pembroke Park

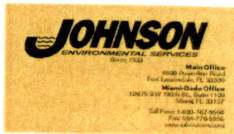
Bill to

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park,, FL 33023

Invoice details

Invoice no.: 1003
Invoice date: 1/11/23
Terms: Net 30
Due date: 2/10/23

Product or service	Amount
1. Mobilization Emergency Project 4320 SW 30TH AVE	\$5,000.00
2. Working Under MOT	\$2,500.00
3. Repair 6" DIP Pipe	\$17,500.00
4. BACK FILL AND COMPACTION	\$5,800.00
5. Remove and Replace Fill Material	\$0.00
Total	\$30,800.00



JOHNSON ENVIRONMENTAL
4600 POWERLINE ROAD
FORT LAUDERDALE, FL 33309
954-776-5931

Invoice

Date	Invoice #
01/05/2023	282698
Invoice Total	
4,664.50	

Bill To:

FINANCE & BUDGET DEPARTMENT
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

Service Address:

TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

Account No. 02-5354 4

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
	** SUB ACCT: 02- 5519 TOWN OF PEMBROKE PARK 4320 SW 30TH ST WORK ORDER#: 282592 01/04/23 EMERGENCY CALLED IN BY ROB CLARK 01/04/23 FOR SOFT DIG 01/04/23 EMERGENCY DISPATCH FEE 01/04/23 VAC TRUCK HOURLY (2P-8P) 01/04/23 PUMP TRUCK HOURLY (2P-8P) 01/04/23 HAULING & DISPOSAL FEE Sub-Account: Total 4,664.50			
		1.00	350.000	350.00
		6.00	295.000	1,770.00
		6.00	295.000	1,770.00
		1.00	774.500	774.50
Periodically check online, Terms of Service which are subject to change.Check Terms of Service johnsones.com For 24/7 account access & bill pay visit www.johnsones.com and use access code 0008118 to sign up.			Total Invoice:	4,664.50

Account Balance

18,011.50

JOHNSON ENVIRONMENTAL

Account No.: 02-5354 4

Billing Name: TOWN OF PEMBROKE PARK

Invoice #: 282698

Memo

To: Town Commission
J.C. Jimenez, Town Manager
Miguel Nunez, Building Official

From: Stephanie Woodbury, Executive Assistant, Public Services

cc: Christian Noel, Finance Department

Date: February 14, 2023

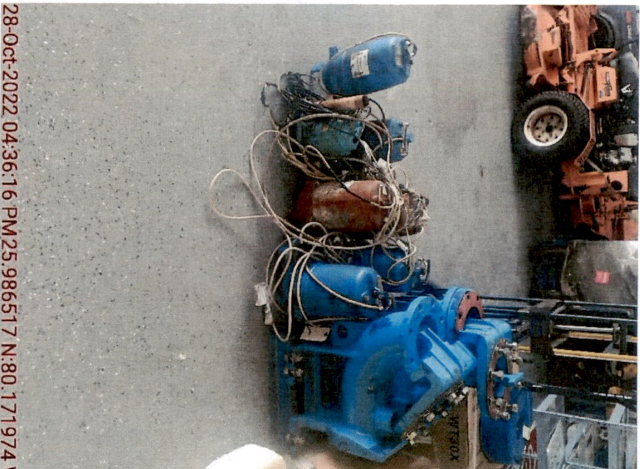
Re: Salvage Equipment

The Public Works Department has approximately twenty (20) pumps that are inoperable and well beyond its useful life and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

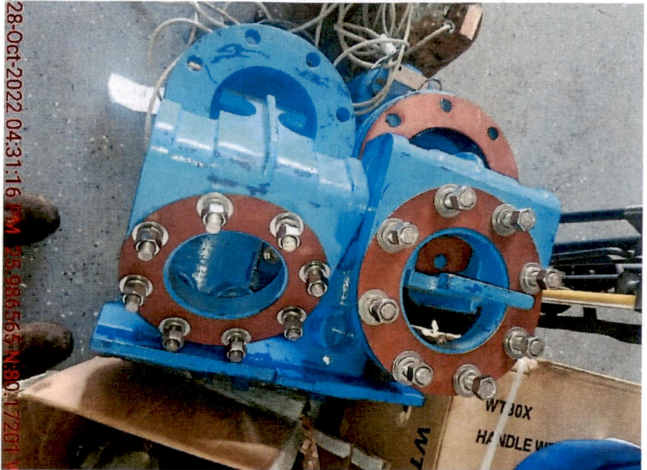
Pictures are attached.



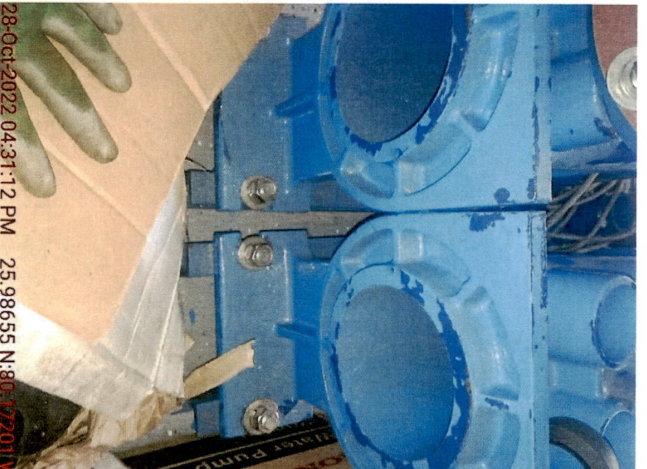
28-Oct-2022 04:36:10 PM 25.986517 N 80.171974 V



28-Oct-2022 04:36:16 PM 25.986517 N 80.171974 V



28-Oct-2022 04:31:16 PM 25.98655 N 80.17201 V



28-Oct-2022 04:31:12 PM 25.98655 N 80.17201 V



28-Oct-2022 04:31:04 PM 25.98655 N:80.17201 W



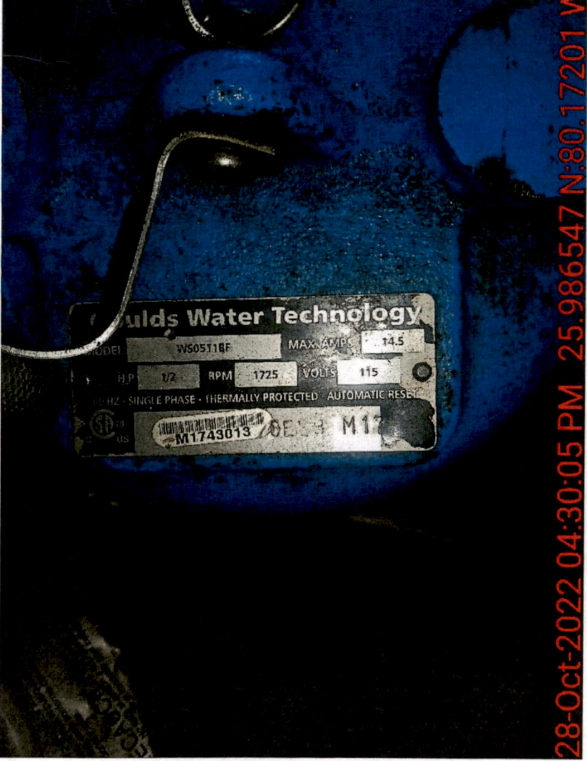
28-Oct-2022 04:30:57 PM 25.98655 N:80.17201 W



28-Oct-2022 04:29:22 PM 25.986545 N:80.17201 W



28-Oct-2022 04:30:39 PM 25.986547 N:80.17201 W







28-Oct-2022 04:30:20 PM 25:986547 N:80.17201 V



Sec. 2-137. Surplus property.

- (a) *Disposal of surplus property.* The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior approval by the Town Commission. No employee may purchase any such property without Town Commission approval.
- (b) *Donation of surplus property.* Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.

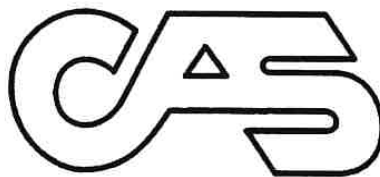
(Ord. No. 2021-006 , § 1, 10-13-21)

CRAIG A. SMITH & ASSOCIATES

**PROFESSIONAL ENGINEERING SERVICES PROPOSAL
PROJECT SCOPE AND FEE
FOR
TOWN OF PEMBROKE PARK
INFLOW/INFILTRATION LOCATION AND REPAIR PROJECT
SANITARY SEWER IMPROVEMENTS**

CAS PROPOSAL No.: 4428

DATED: JANUARY 19, 2023



CRAIG A. SMITH & ASSOCIATES
Consulting Engineers Surveyors Utility Locators Grant Specialists
21045 Commercial Trail, Boca Raton, FL 33486
TEL 561.314.4445 FAX 561. 314.4457



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

PROJECT NAME: TOWN OF PEMBROKE PARK
INFLOW/INFILTRATION LOCATION AND REPAIR PROJECT
SANITARY SEWER IMPROVEMENTS

CAS PROPOSAL NO.: 4428

PROJECT DESCRIPTION:

The purpose of this project is to locate sources of infiltration and/or inflow (I/I) to the gravity sewerage system and make the necessary repairs to eliminate the problem. The location of the problem involves inspection of manholes, smoke testing for surface leakage, and televising gravity sewerage lines in the areas where the flow into the system from groundwater or surface water leaks are suspected. Repairs will be made by lining, point repairs, and grouting as necessary. The gravity sewer system was constructed in the 1960's and 1970's by private developers and eventually taken over by the Town to provide proper maintenance. The system is primarily constructed of clay piping with concrete manholes. Over time the gravity system starts leaking either through ground shift due to seasonal weather patterns or by damages due to underground utility work, utility poles too close to the lines, etc. The Town purchases wastewater treatment through a local interlocal agreement through the City of Hollywood and pays for treatment per thousand gallons as measured by two sewer meters. Even a small 20 gallon per minute leak can add up to over \$25,000 per year in additional treatment charges. Repairs yield a rapid return on investment in a cost/benefit analysis.

The service area needing inspection includes the entire Town. While repairs are needed system-wide, the initial concentration will be on the L/S #3 service area where issues have been determined. L/S #3 services the south end of Park Lake Estates and receives repumped flows from L/S #4 and L/S #5 in Pembroke Park Lakes.

The services to be provided to the Town of Pembroke Park includes preparation scope of services, specifications, permits preparation, engineering services during cleaning televising and videoing system, construction inspection and observation, and bid documents for Lift Station #3 service area Inflow/Infiltration location repair sanitary sewer improvements. The scope of sanitary work includes: The cleaning, televising and smoke testing of lift station #3 service area, lift station #4 service area, and lift station #5 service area. Marking for Town to repair surface deficiencies and review and recommending, bidding and supervising sewer lining of gravity sewer system in the study area.

The Engineer's estimate for this probable construction cost is \$489,227

OWNER/CLIENT: Town of Pembroke Park
ATTN: Robert Clark - Public Works Director

ADDRESS: 3150 SW 52nd Avenue
Pembroke Park, FL 33023
PHONE: (954) 966-4600

GENERAL: Craig A. Smith & Associates will provide scope of services for cleaning televising and videoing the sanitary sewer mains, repair specifications and scope, project management, permits, bidding services, engineering services during construction and construction observation services during the construction phase of the project and project close-out services.

More specifically, the scope of work for Town of Pembroke Park Inflow/Infiltration Location and Repair Sanitary Sewer Improvements are as follows:

PRECONSTRUCTION ACTIVITIES

TASK 1 PRELIMINARY CLEANING AND TELEVISING LINES

CAS will provide site layout, scope and specifications for cleaning and televising the gravity mains in the lift station # 3, #4 and #5 service areas.

LUMP SUM FOR TASK 1: \$7,000.00

TASK 2 SEWER SMOKE TESTING AND MARKING OF REPAIRS NEEDED

CAS will facilitate the hiring of a smoke testing company to smoke test systems for L/S # 3, #4, and #5 and mark repair areas, photograph, and list repairs needed for the Town to make necessary repairs.

LUMP SUM FOR TASK 2: \$3,000.00

TASK 3 DESIGN OF CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE

CAS will develop and provide a bid set of plans with the scope of repairs needed.

CAS will also prepare cost estimate for repairs based on sewer inspections. CAS will prepare contract documents (bid schedule, plans and technical specifications) to be used during the bidding process for the proposed improvements.

**Engineer site visits during construction if requested by owner, beyond pre-construction meeting, will be invoiced at our current hourly rate of \$195 for Senior Supervising Engineer, as necessary and if required, for the duration of the project and as agreed upon with the Town.*

LUMP SUM FOR TASK 6:

\$3,000.00

TASK 7 INSPECTION/CONSTRUCTION OBSERVATION SERVICES

CAS will provide part-time construction observation and management services, including review of monthly pay requests with project manager, witnessing of field inspections, coordination with the contractor and owner, weekly site observational visits, weekly field reports, resolving field conflicts and aiding the owner during construction. Periodic site visits are based on a minimum one and one half (1.5) days per week. The fee is based on \$4,500.00 per month construction schedule for the installation of the proposed Town of Pembroke Park Inflow/Infiltration Location and Repair Project, Sanitary Sewer Improvements. The estimated inspection/construction observation services duration is two (2) months. Any additional time will be invoiced at \$95 per hour for inspection/construction observation or as mutually agreed upon with the Town.

CAS Engineer and Field Representative will confirm construction was completed in general conformance to the design documents, specifications, and permits. CAS Field Representative will coordinate with all parties and prepare project punch list, monitor, and witness pipeline and lift station testing to establish "substantial completion", conduct a final inspection walk through and review as-built documents, as required for permit final certification.

LUMP SUM FOR TASK 7:

\$9,000.00

TOWN OF PEMBROKE PARK
INFLOW/INFILTRATION LOCATION AND REPAIR PROJECT
SANITARY SEWER IMPROVEMENTS
SUMMARY - PROPOSED PROFESSIONAL SERVICES

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific task:

Engineer's Opinion of Construction Cost Estimate: **\$489,227**

ENGINEERING FEE SUMMARY (BASIC SERVICES, AND CONSTRUCTION SERVICES)

ENGINEERING SERVICES

Lump Sum

Basic Services:

TASK 1	PRELIMINARY CLEANING AND TELEVISIONING LINES	\$7,000.00
TASK 2	SEWER SMOKE TESTING AND MARKING OF REPAIRS NEEDED	\$3,000.00
TASK 3	CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE	\$7,000.00
TASK 4	ENGINEERING SERVICES DURING BIDDING	\$8,000.00
TASK 5	ENGINEERING SHOP DRAWING REVIEW	\$2,500.00

Total Engineering Services: \$ 27,500.00

SERVICES DURING CONSTRUCTION

TASK 6	ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)	\$3,000.00
TASK 7	INSPECTION/CONSTRUCTION OBSERVATION SERVICES	\$9,000.00
Estimated construction duration @ 2 months @ \$4,500 per month, 1.5 days per week. Additional time per hourly rate		

Total Services During Construction: \$ 12,000.00

Total Professional Services Fee: \$ 39,500.00

Fee for the above-described work is Thirty-Nine Thousand, Five Hundred Dollars and 00/100 – \$39,500.00.



the Town of Pembroke Park. Any additional time will be billed at our current general contracted hourly rates or at a mutually agreed upon Lump Sum Fee.

If you are in agreement with the above scope of service and the terms, please sign in the authorization space provided below and return one (1) executed copy of this proposal to our office at 21045 Commercial Trail, Boca Raton, FL 33486 so that we can proceed.

Should you have any questions or need additional information, please do not hesitate to contact this office.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Stephen C. Smith, P.E.
President

TOWN OF PEMBROKE PARK



Geoffrey Jacobs
Mayor

cc Daniel Shonk
Greg Giarratana

2-22-23
Date

CRAIG A. SMITH & ASSOCIATES

**PROFESSIONAL ENGINEERING SERVICES PROPOSAL
PROJECT SCOPE AND FEE
FOR
TOWN OF PEMBROKE PARK
LIFT STATION NUMBER 19
SANITARY SEWER IMPROVEMENTS**

CAS PROPOSAL No.: 4427

DATED: JANUARY 18, 2023



CRAIG A. SMITH & ASSOCIATES
Consulting Engineers Surveyors Utility Locators Grant Specialists
21045 Commercial Trail, Boca Raton, FL 33486
TEL 561.314.4445 FAX 561. 314.4457



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

PROJECT NAME: TOWN OF PEMBROKE PARK
LIFT STATION NO 19
SANITARY SEWER IMPROVEMENTS

CAS PROPOSAL NO.: 4427

PROJECT DESCRIPTION:

The purpose of this project is to upgrade and rehabilitate the Town of Pembroke Park Lift Station No. 19, located off the right-of-way of Pembroke Road at the Coca Cola entrance. This lift station serves the Coca Cola Bottling Plant. Due to the corrosive nature of the sewerage, the pumps, piping and lift station are badly corroded. The project includes replacing the wet well with a larger capacity, lining the station, installing new stainless-steel pumps, pipes, panels, and brackets. Additional storage capacity is needed to provide surge capacity during high flow periods. This will be met by installing a larger wet well.

The current lift station wet well and pump components were not designed for continuous exposure to the highly acidic and corrosive discharge from the Coca Cola facilities. The station accepts equipment cleaning, wash downs, end of batch, and recycled bottle and can waste from the bottling facility. The acidic nature of the waste along with the high oxygen content of the water is conducive to rusting/corrosion of metal parts (especially ferrous metal). The pump station components and piping exposure to the highly acidic environment causes substantial accelerated corrosion. This substantial accelerated corrosion of material exponentially decreases the lifespan of the pump station components and piping. The highly acidic environment has also decreased the lifespan of the concrete wet well tank. The Ordinary Portland Cement (OPC) is highly alkaline in nature with pH values above 12. When the cement paste comes into contact with the acids its components break down resulting in a phenomenon known as acid attack. It is recommended that the new concrete tank be lined and coated to prevent acid attack. In the past, the wet well has deteriorated around the pump base attachments, causing the bases to detach from the tank, damaging the pumps and piping.

The significant decrease in the lifespan of the pump station materials and piping has a profoundly negative effect on the operations and maintenance cost. The lifespan for a pump in this lift station is 4 to 5 years as opposed to the average pump lifespan of nearly 20 years in a typical sewer pump station. This reduction in service life greatly increases the cost of the operation and maintenance of the pump station components. These costs are greatly reduced by installing a new pump station with industrial stainless-steel pumps, pipe and components, bringing the lifespan of the pumps and components back to a nearly 20-year cycle. The cost of lining the wet well and using stainless steel pipes nearly doubles the cost of the pump station, however, it increases its useful life nearly 4 times. Utilizing this approach is more cost effective from both the capital and maintenance standpoint.

The service area includes the entire Coca Cola bottling facility on Pembroke Road.

The services to be provided to the Town of Pembroke Park includes preparation and design of construction plans, specifications, permits preparation, engineering services during construction, construction inspection and observation, and bid documents for lift station no. 19 sanitary sewer improvements. The scope of sanitary work includes: The replacement of lift station no. 19 to include replacing and lining the existing lift station wet well, increasing size for additional storage capacity, replacing the existing pumps, panels, piping and brackets with new stainless-steel replacements and increasing the station to a triplex station.

The Engineer's estimate for this probable construction cost is \$1,084,544

OWNER/CLIENT: Town of Pembroke Park
ATTN: Robert Clark - Public Works Director

ADDRESS: 3150 SW 52nd Avenue
Pembroke Park, FL 33023

PHONE: (954) 966-4600

GENERAL: Craig A. Smith & Associates will provide preliminary engineering, engineering design services, construction plans, project management, permitting and bidding services, engineering services during construction and construction observation services during the construction phase of the project and project close-out services.

More specifically, the scope of work for Town of Pembroke Park Lift Station No. 19 Sanitary Sewer Improvements are as follows:

PRECONSTRUCTION ACTIVITIES

TASK 1 ROUTE AND TOPOGRAPHIC SURVEY; SKETCH AND DESCRIPTION – UTILITY EASEMENT

CAS Surveying Department will physically locate all above-ground, visible improvements within the existing rights-of-way of the following area: On Pembroke Road within approximately 50 feet of lift station no. 19 in all directions. Plan view elevations will be shown as relative to North American Vertical Datum of 1988 at each section and at pertinent points for facilitation of engineering design. All visible, above-ground improvements and utilities will be located and shown together with trees 3 inches or greater, which will be shown with diameter at breast height (DBH) and common name if known by the surveyor's agent. A base map will be created in current software parameters and provided to the Engineering Department as well as a Certified Map of Specific Purpose Survey adhering to the Standards of Practice for Surveying, (Chapter 5J 17) of the Florida Administrative Code, for submittal to entities of interest.

LUMP SUM FOR TASK 1:

\$4,090.00



TASK 2 PROVIDE LOCATES-GPR/EM SERVICES:

Provide utility location and verification services within the corridor (described in the project description above). Using APWA standards for marking. Electromagnetic induction (EM) and Ground Penetrating Radar (GPR) will be utilized to perform/verify horizontal locations of existing tone able and non-tone able utilities. Lines will be painted on the ground or pin flags set to show said lines on the surface.

LUMP SUM FOR TASK 2: \$1,200.00

TASK 3 UTILITY TEST HOLES (SOFT DIGS)

Utility test holes (soft digs) will be performed and reports provided for each with utility depth, elevation, size, material and type. The test holes will be performed based on the direction of the project engineer and limited to 4 test holes per this request.

TEST HOLES (4) \$2,000.00 UNIT PRICE = \$500.00 PER HOLE

LUMP SUM FOR TASK 3: \$2,000.00

TASK 4 ELECTRICAL ENGINEERING

CAS will hire an electrical subconsultant for the electrical design of the duplex submersible lift station. The electrical consultant will coordinate with the Town of Pembroke Park to acquire a permit for the lift station power requirements.

LUMP SUM FOR TASK 4: \$14,500.00

TASK 5 GEOTECHNICAL SERVICES

Perform limited soil borings within the proposed lift station site and pipeline routing areas to provide a reference of typical soil types which are prevalent and may be encountered as a supplemental aide to the Contractor. The soil(s) indicated on the geotechnical report are an indicator of what may be encountered within the vicinity of said borings and is not a representation of the overall site.

LUMP SUM FOR TASK 5: \$6,500.00

TASK 6 DESIGN OF CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE

CAS will develop and provide a set of permitted plans with the improvements to be constructed as outlined herein and as described in these documents. The scope of work includes:

Sanitary lift station no. 19 is proposed to be removed and replaced with a larger wet well and upgraded to protect from the acidic waste stream.

A new stainless-steel triplex submersible lift station pumping system will be designed to replace the existing system.

CAS will also prepare cost estimate of construction based on final design. CAS will prepare contract documents (bid schedule, plans and technical specifications) to be used during the bidding process for the proposed improvements.

LUMP SUM FOR TASK 6: \$57,800.00

TASK 7 ENGINEERING PERMITTING SERVICES

CAS will perform, provide, and submit all required FDEP domestic wastewater, the FDOT permit applications, Broward County Utility Permits, and Town of Pembroke Park Building Permits including supporting documents and up to two responses to RFI's for final issuance of permits for the improvements. This includes the required lift station calculations.

LUMP SUM FOR TASK 7: \$6,200.00

BIDDING & CONTRACTOR SELECTION

TASK 8 SERVICES DURING BIDDING

CAS will prepare bid forms/advertisement(s) and provide services during the bidding process, including preparation of any bid addendums, preparation/attendance of pre-bid meeting, coordination with contractors, respond to bid questions, attend bid opening, prepare bid tabulation, review bids, and provide a recommendation of award.

LUMP SUM FOR TASK 8: \$8,000.00

TASK 9 ENGINEERING SHOP DRAWING REVIEW

CAS will provide, review, and process shop drawings including submittals from the contractor including the project's construction schedule, maintenance of traffic plan, request(s) for information and request(s) for change order. In addition, CAS will provide technical advice, engineering assistance services and confirm that the construction documents and agreements are executed.

LUMP SUM FOR TASK 9: \$8,000.00

TASK 10 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

CAS will provide oversight for the entire project construction, periodic site visits as required or requested, communication with Contractor regarding construction sequence and scheduling, answer questions during construction, respond to design interpretation, review and approve monthly pay requests, attend periodic site construction meetings, observe for conformance to plans and specifications, as-built plan review, project close-out, final pay request and release of liens. The fee is based on \$3,000.00 per month beginning upon contractor's notice to proceed start date until submittal of final pay request for the construction and installation of the proposed Town of Pembroke Park Lift Station No. 19 Sanitary Sewer Improvements. The estimated duration for ESDC is (8) eight months. Any additional time will be invoiced at our current hourly rate of \$195/hour for a Senior Supervising Engineer or as mutually agreed upon with the Town.

CAS will provide final engineering certification and close-out documents, review as-built documents, and prepare/submit permit certifications to the regulatory departments and agencies as required for permit final certification.

**Engineer site visits during construction if requested by owner, beyond pre-construction meeting and lift station startup, will be invoiced at our current hourly rate of \$195 for Senior Supervising Engineer, as necessary and if required, for the duration of the project and as agreed upon with the Town.*

LUMP SUM FOR TASK 10: \$24,000.00

TASK 11 INSPECTION/CONSTRUCTION OBSERVATION SERVICES

CAS will provide part-time construction observation and management services, including review of monthly pay requests with project manager, witnessing of field tests, coordination with the contractor and owner, weekly site observational visits, weekly field reports, resolving field conflicts and aiding the owner during construction. Periodic site visits are based on a minimum two (2) days per week. The fee is based on \$6,500.00 per month construction schedule for the replacement of the proposed Town of Pembroke Park Lift Station No. 19 Sanitary Sewer Improvements. The estimated Inspection/Construction Observation Services duration is eight (8) months. Any additional time will be invoiced at \$125 per hour for inspection/construction observation or as mutually agreed upon with the Town.

CAS Engineer and Field Representative will confirm construction was completed in general conformance to the design documents, specifications, and permits. CAS Field Representative will coordinate with all parties and prepare project punch list, monitor, and witness pipeline and lift station testing to establish "substantial completion", conduct a final inspection walk through and review as-built documents, as required for permit final certification.

LUMP SUM FOR TASK 11: \$52,000.00

6



**TOWN OF PEMBROKE PARK
LIFT STATION NO. 19
SANITARY SEWER IMPROVEMENTS
SUMMARY - PROPOSED PROFESSIONAL SERVICES**

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific task:

Surveying services, preliminary design, geotechnical, permitting, design services, bidding services, shop drawing review, engineering services during construction (ESDC)/construction observation including certification of proposed construction improvements:

Engineer's Opinion of Construction Cost Estimate: \$1,084,544

ENGINEERING FEE SUMMARY (BASIC SERVICES, TYPE "D" SERVICES AND CONSTRUCTION SERVICES)

<u>ENGINEERING SERVICES</u>	Lump Sum
Basic Services:	
TASK 1 SURVEY	\$4,090.00
TASK 2 PROVIDE LOCATES-GPR/EM SERVICES	\$1,200.00
TASK 3 UTILITY TEST HOLES (4 SOFT DIGS)	\$2,000.00
TASK 4 ELECTRICAL CONSULTING SERVICES	\$14,500.00
TASK 5 GEOTECHNICAL SERVICES	\$6,500.00
TASK 6 DESIGN, CONSTR. PLANS, SPECS AND BID PACKAGE	\$57,800.00
TASK 7 ENGINEERING PERMITTING SERVICES	\$6,200.00
TASK 8 ENGINEERING SERVICES DURING BIDDING	\$8,000.00
TASK 9 ENGINEERING SHOP DRAWING REVIEW	\$8,000.00
Total Engineering Services:	\$108,290.00

SERVICES DURING CONSTRUCTION

TASK 10 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC) \$24,000.00
TASK 11 INSPECTION/CONSTRUCTION OBSERVATION SERVICES \$52,000.00
Estimated construction duration @ 8 months @ \$6,500 per month 2 days per week.
Additional time, per hourly rate

Total Services During Construction: \$76,000.00

Total Professional Services Fee: \$184,290.00

Fee for the above-described work is One Hundred Eighty Four Thousand, Two Hundred Ninety Dollars.

ADDITIONAL SERVICES:

Any service not specifically included in the agreement will be considered as an additional service. CAS will accomplish additional services only upon proper written authorization of the Town of Pembroke Park. Any additional time will be billed at our current general contracted hourly rates or at a mutually agreed upon Lump Sum Fee.

If you are in agreement with the above scope of service and the terms, please sign in the authorization space provided below and return one (1) executed copy of this proposal to our office at 21045 Commercial Trail, Boca Raton, FL 33486 so that we can proceed.

Should you have any questions or need additional information, please do not hesitate to contact this office.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Stephen C. Smith, P.E.
President

TOWN OF PEMBROKE PARK



Geoffrey Jacobs
Mayor

cc Daniel Shonk
Greg Giarratana

2-22-23
Date

CRAIG A. SMITH & ASSOCIATES

**PROFESSIONAL ENGINEERING SERVICES PROPOSAL
PROJECT SCOPE AND FEE
FOR
LIFT STATION NUMBER 17
SANITARY SEWER IMPROVEMENTS**

CAS PROPOSAL No.: 4426

DATED: JANUARY 6, 2023



CRAIG A. SMITH & ASSOCIATES
Consulting Engineers Surveyors Utility Locators Grant Specialists
21045 Commercial Trail, Boca Raton, FL 33486
TEL 561.314.4445 FAX 561. 314.4457



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

PROJECT NAME: TOWN OF PEMBROKE PARK
LIFT STATION NO 17
SANITARY SEWER IMPROVEMENTS

CAS PROPOSAL NO.: 4426

PROJECT DESCRIPTION:

The purpose of this project is to upgrade and rehabilitate the Town of Pembroke Park Lift Station No. 17, located off the right-of-way of SW 52nd Avenue in the southeast corner of Watkins Elementary School. This lift station serves all of the development in Holly Ridge Farms South of 3200 SW 52nd Avenue. The force main leaving the lift station is a 6-inch asbestos concrete line which discharges into an 8-inch cast iron force main. The 8-inch force main discharges the Broward County sewer system. The 6-inch asbestos concrete section will be designed and replaced for appropriate size and material. The current lift station is a wet well/dry well configuration. The wet well will be replaced with a large 8-foot diameter wet well for submersible pumps with more storage capacity. The current dry well will be removed and replaced with a valve vault. The project also will be designed with new electric controls and security fencing. The proposed lift station will be designed to serve the current population and meet the Pembroke Park projected future growth estimates.

The service area includes the area of the Town South of 3200 SW 52nd Avenue to 41st Street between 48th Avenue and 56th Avenue. The area is primarily comprised of affordable housing units zoned 16 units per acre and Watkins Elementary School.

The services provided to the Town of Pembroke Park include preparation and or design of construction plans, specifications, permits preparation, engineering services during construction, construction inspection and observation, and bid documents for Lift Station No. 17 Sanitary Sewer Improvements. The scope of sanitary work includes: The retrofit of lift station no. 17 to include conversion of the lift station from a wet pit / dry pit to a submersible pump lift station. Resizing the pumps, panels and force main as appropriate and re-piping the lift station for existing and estimated future flows. The flows in the force main are directed from lift station 17 to the 10-inch force main adjacent to lift station no 14.

The Engineer's estimate for this probable construction cost is \$1,520,000

OWNER/CLIENT: Town of Pembroke Park
ATTN: Robert Clark - Public Works Director

ADDRESS: 3150 SW 52nd Avenue
Pembroke Park, FL 33023
PHONE: (954) 966-4600

GENERAL: Craig A. Smith & Associates will provide preliminary engineering, engineering design services, construction plans, project management, permits, bidding services, engineering services during construction and construction observation services during the construction phase of the project and project close-out services.

More specifically, the scope of work for Town of Pembroke Park Lift Station No. 17 Sanitary Sewer Improvements are as follows:

PRECONSTRUCTION ACTIVITIES

TASK 1 ROUTE AND TOPOGRAPHIC SURVEY; SKETCH AND DESCRIPTION – UTILITY EASEMENT

CAS Surveying Department will physically locate any above ground, visible improvements and/or utilities within the existing areas recited above, as well as utility surface markings performed by Craig A. Smith & Associates Utility Locating Department. Trees 3" or greater will also be located and shown with common names, if available. Up to four (4) utility test holes will be located and the information for each shown per Test Hole Reports provided to the Surveyor. A base map will be provided to the CAS Engineering Department, as well as said Map of Topographic Survey for submittal to entities of interest in .PDF format. Prepare a sketch and description for existing lift station 17. The sketch will be suitable for use as Exhibit "A" attached to documents prepared by others. Access must be provided into the Watkins Elementary School property on the west at the time of the survey.

LUMP SUM FOR TASK 1: \$4,090.00

TASK 2 PROVIDE LOCATES-GPR/EM SERVICES:

Provide utility location and verification services within the corridor (described in the project description above). Using AWPAs standards for marking. Electromagnetic induction (EM) and Ground Penetrating Radar (GPR) will be utilized to perform/verify horizontal locations of existing tone able and non-tone able utilities. Lines will be painted on the ground or pin flags set to show said lines on the surface.

LUMP SUM FOR TASK 2: \$1,200.00



TASK 3 UTILITY TEST HOLES (SOFT DIGS)

Utility test holes (soft digs) will be performed and reports provided for each with utility depth, elevation, size, material and type. The test holes will be performed based on the direction of the project engineer and limited to 4 test holes per this request.

TEST HOLES (4) \$2,000.00 UNIT PRICE = \$500.00 PER HOLE

LUMP SUM FOR TASK 3: \$2,000.00

TASK 4 ELECTRICAL ENGINEERING

CAS will hire an electrical subconsultant for the electrical design of the duplex submersible lift station. The electrical consultant will coordinate with the Town of Pembroke Park to acquire a permit for the lift station power requirements.

LUMP SUM FOR TASK 4: \$14,500.00

TASK 5 GEOTECHNICAL SERVICES

Perform limited soil borings within the proposed lift station site and pipeline routing areas to provide a reference of typical soil types which are prevalent and may be encountered as a supplemental aide to the Contractor. The soil(s) indicated on the geotechnical report are an indicator of what may be encountered within the vicinity of said borings and is not a representation of the overall site.

LUMP SUM FOR TASK 5: \$6,500.00

TASK 6 DESIGN OF CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE

CAS will develop and provide a set of permitted plans with the improvements to be constructed as outlined herein and as described in these documents. The scope of work shall include:

The design of a new duplex submersible lift station pumping system to replace the existing wet well /dry well system lift station no. 17 on SW 52nd Avenue.,

The design of 6-Inch force main from lift station no. 17 to the 8-inch main on SW 52 Avenue shall be replaced with an 8-inch segment of main.

CAS will also prepare cost estimate of construction based on final design. CAS will prepare contract documents (bid schedule, plans and technical specifications) to be used during the bidding process for the proposed improvements.

LUMP SUM FOR TASK 6: \$81,000.00

**TASK 7 DEVELOPE SCOPE, CONSTRUCTION PLANS, SPECIFICATIONS
& BID PACKAGE FOR LS 17 INFLOW & INFILTRATION REDUCTION
PROJECT**

CAS will provide sewer observation and investigative services to locate and map inflow & infiltration prone infrastructure and inflow & infiltration issues in the gravity sewer collection system of lift station 17. The identified infrastructure shall be quantified and bid for pipe camera, cleaning, and smoke testing services to accurately assess the extent of the inflow & infiltration issues in the LS 17 system. CAS will develop the scope, construction plans, and bid package for the priority pipe segments in LS 17 system identified to be repaired, replaced, or pipe rehabilitation lining process.

LUMP SUM FOR TASK 7: \$17,000.00

TASK 8 ENGINEERING PERMITTING SERVICES

CAS will perform, provide, and submit all required FDEP domestic wastewater, the FDOT permit applications, Broward County Utility Permits, and Town of Pembroke Park Building Permits including supporting documents and will respond to the first and second round of any RFI's (if required) for final issuance of permits for the improvements. Beyond two rounds of RFI's will be billed at standard hourly rates or as mutually agreed upon by the Town. This includes the required lift station calculations.

LUMP SUM FOR TASK 8: \$8,000.00

BIDDING & CONTRACTOR SELECTION

TASK 9 SERVICES DURING BIDDING

CAS will prepare bid forms/advertisement(s) and provide services during the bidding process, including preparation of any bid addenda, preparation/attendance of pre-bid meeting, coordination with contractors, respond to bid questions, attend bid opening, prepare bid tabulation, review bids, and provide a recommendation of award. This Item include bidding services for bidding lift station replacement contract, Inflow and Infiltration cleaning and camera contract, and the system repair, replace, or pipe lining contract.

LUMP SUM FOR TASK 9: \$15,000.00

TASK 10 Pre-Construction Meeting

CAS will conduct a pre-construction meeting to field construction questions, execute the contract and issue a notice to proceed.

LUMP SUM FOR TASK 10: \$6,000.00

TASK 11 ENGINEERING SHOP DRAWING REVIEW

CAS will provide, review, and process shop drawings including submittals from the contractor including the project's construction schedule, maintenance of traffic plan, request(s) for information and request(s) for change order. In addition, CAS will provide technical advice, engineering assistance services and confirm that the construction documents and agreements are executed.

LUMP SUM FOR TASK 11: \$9,000.00

TASK 12 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

CAS will provide oversight for the entire project construction, periodic site visits as required or requested, communication with Contractor regarding construction sequence and scheduling, answer questions during construction respond to design interpretation, review and approve monthly pay requests, attend periodic site construction meetings, observe for conformance to plans and specifications, as-built plan review, project close-out, final pay request and release of liens. The fee is based on an estimated \$3,550 per month beginning upon contractor's notice to proceed start date until submittal of final pay request for the construction and installation of the proposed Town of Pembroke Park Lift Station No. 17 Sanitary Sewer Improvements. The estimated duration for ESDC is (9) months. Any additional time will be invoiced at our current hourly rate of \$195 for a Senior Supervising Engineer or as mutually agreed upon with the Town.

CAS will provide final engineering certification and close-out documents, review as-built documents, and prepare/submit permit certifications to the regulatory departments and agencies as required for permit final certification.

**Engineer site visits during construction if requested by owner, beyond pre-construction meeting and lift station startup, will be invoiced at our current hourly rate of \$195 for Senior Supervising Engineer, as necessary and if required, for the duration of the project and as agreed upon with the Town.*

LUMP SUM FOR TASK 12: \$32,000.00



TASK 13

INSPECTION/CONSTRUCTION OBSERVATION SERVICES

CAS will provide part-time construction observation and management services, including review of monthly pay requests with project manager, witnessing of field tests, coordination with the contractor and owner, weekly site observational visits, weekly field reports, resolving field conflicts and aiding the owner during construction. Periodic site visits are based on a minimum two (2) days per week. The fee is based on an estimated \$8,200 per month construction schedule for the installation of the proposed Town of Pembroke Park Lift Station No. 17 Sanitary Sewer Improvements. The estimated inspection/construction observation services duration is nine (9) months. Any additional time will be invoiced at \$125 per hour for inspection/construction observation or as mutually agreed upon with the Town.

CAS Engineer and Field Representative will confirm construction was completed in general conformance to the design documents, specifications, and permits. CAS Field Representative will coordinate with all parties and prepare project punch list, monitor, and witness pipeline and lift station testing to establish "substantial completion", conduct a final inspection walk through and review as-built documents, as required for permit final certification.

LUMP SUM FOR TASK 13:

\$74,000.00



**TOWN OF PEMBROKE PARK
LIFT STATION NO. 17
SANITARY SEWER IMPROVEMENTS
SUMMARY - PROPOSED PROFESSIONAL SERVICES**

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific task:

Surveying services, preliminary design, geotechnical, permitting, design services, bidding services, shop drawing review, engineering services during construction (ESDC)/construction observation including certification of proposed construction improvements:

Engineer's Opinion of Construction Cost Estimate: \$1,520,000

ENGINEERING FEE SUMMARY (BASIC SERVICES, TYPE "D" SERVICES AND CONSTRUCTION SERVICES)

	Lump Sum
<u>ENGINEERING SERVICES</u>	
Basic Services:	
TASK 1 ROUTE & TOPOGRAPHIC SURVEY	\$4,090.00
TASK 2 PROVIDE LOCATES-GPR/EM SERVICES	\$1,200.00
TASK 3 UTILITY TEST HOLES (4SOFT DIGS)	\$2,000.00
TASK 4 ELECTRICAL CONSULTING SERVICES	\$14,500.00
TASK 5 GEOTECHNICAL SERVICES	\$6,500.00
TASK 6 DESIGN, CONSTR. PLANS, SPECS AND BID PACKAGE	\$81,000.00
TASK 7 DEVELOPE SCOPE, CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE FOR LS 17 I&I REDUCTION PROJECT	\$17,000.00
TASK 8 ENGINEERING PERMITTING SERVICES	\$8,000.00
TASK 9 ENGINEERING SERVICES DURING BIDDING	\$15,000.00
TASK 10 PRECONSTRUCTION MEETING	\$6,000.00
TASK 11 ENGINEERING SHOP DRAWING REVIEW	\$9,000.00
Total Engineering Services:	\$ 164,290.00

SERVICES DURING CONSTRUCTION

TASK 12 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)	\$32,000.00
TASK 13 INSPECTION/CONSTRUCTION OBSERVATION SERVICES	\$74,000.00
Estimated construction duration @ 9 months @ \$8,200 per month 2.5 days per week. Additional time, per hourly rate \$95/hr	
Total Services During Construction:	\$ 106,000.00

Total Professional Services Fee: \$ 270,290.00



Fee for the above-described work is Two Hundred Seventy Thousand, Two Hundred Ninety Dollars and 00/100 – \$270,290.00.

ADDITIONAL SERVICES:

Any service not specifically included in the agreement will be considered as an additional service. CAS will accomplish additional services only upon proper written authorization of the Town of Pembroke Park. Any additional time will be billed at our current general contracted hourly rates or at a mutually agreed upon Lump Sum Fee.

If you are in agreement with the above scope of service and the terms, please sign in the authorization space provided below and return one (1) executed copy of this proposal to our office at 21045 Commercial Trail, Boca Raton, FL 33486 as our notice to proceed.

Should you have any questions, or need additional information, please do not hesitate to contact this office.

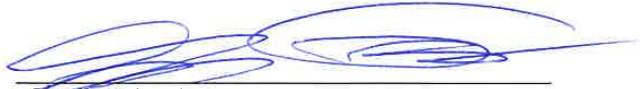
AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Stephen C. Smith, P.E.
President

TOWN OF PEMBROKE PARK



Geoffrey Jacobs
Mayor

cc Daniel Shonk
Greg Giarratana

2-22-23

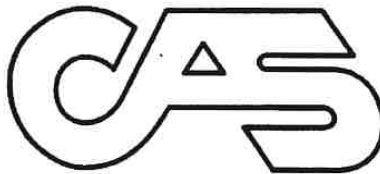
Date

CRAIG A. SMITH & ASSOCIATES

**PROFESSIONAL ENGINEERING SERVICES PROPOSAL
PROJECT SCOPE AND FEE
FOR
LIFT STATION NUMBER 14
SANITARY SEWER IMPROVEMENTS**

CAS PROPOSAL No.: 4429

DATED: January 12, 2023



CRAIG A. SMITH & ASSOCIATES
Consulting Engineers Surveyors Utility Locators Grant Specialists
21045 Commercial Trail, Boca Raton, FL 33486
TEL 561.314.4445 FAX 561. 314.4457



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

PROJECT NAME: TOWN OF PEMBROKE PARK
LIFT STATION NO 14
SANITARY SEWER IMPROVEMENTS

CAS PROPOSAL NO.: 4429

PROJECT DESCRIPTION:

The purpose of this project is to upgrade and rehabilitate the Town of Pembroke Park Lift Station No. 14, located off the right-of-way of Hallandale Beach Blvd. in the northeast corner of the Peninsula Assisted Living Facility. This lift station serves the development in Holly Ridge Farms north of 3300 and Dale Village Mobile Home Community. The current lift station is a wet well/dry well configuration. The wet well needs to be reconfigured to accept submersible Pumps and the current dry well removed and replaced with a valve vault. The project also requires new electric controls and security fencing. The current pump station is beyond its normal useful lifespan and was not sized to serve its current population of Assisted Living and Affordable housing units. The proposed lift station will be designed to serve the current population and projected future growth. The new lift station will be more cost effective as the new submersible lift station configuration has less operation and maintenance cost.

The Service area includes the areas of the Town north of 3300 to SW 25th Street between 48th Avenue and 56th Avenue. The area is primarily comprised of affordable housing units zoned 16 units per acre, Dale Village Mobile Home Community, Town Hall and The Peninsula Assisted Living Facility.

The services provided to the Town of Pembroke Park includes preparation and or design of Construction Plans, Specifications, Permits Preparation, Engineering Services during Construction, Construction Inspection and Observation, and Bid Documents for Lift Station no. 14 Sanitary Sewer Improvements. The scope of sanitary work includes: The retrofit of lift station No. 14 to include conversion of the lift station from a wet pit / dry pit to a submersible pump lift station. Resizing the pumps, panels and piping as appropriate for existing and estimated future flows.

The Engineer's estimate for this probable construction cost is \$ 987,822

OWNER/CLIENT: Town of Pembroke Park
ATTN: Robert Clark - Public Works Director

ADDRESS: 3150 SW 52nd Avenue
Pembroke Park, FL 33023

PHONE: (954) 966-4600

GENERAL: Craig A. Smith & Associates will provide preliminary engineering, engineering design services, construction plans, project management, permits, bidding services, engineering services during construction and construction observation services during the construction phase of the project and project close-out services.

More specifically, the scope of work for Town of Pembroke Park Lift Station No. 14 Sanitary Sewer Improvements are as follows:

PRECONSTRUCTION ACTIVITIES

TASK 1 ROUTE AND TOPOGRAPHIC SURVEY; SKETCH AND DESCRIPTION – UTILITY EASEMENT

CAS Surveying Department will physically locate all above ground, visible improvements within the existing rights-of-way of the following area: The area of along Hallandale Beach Blvd. within fifty feet of Lift Station 14 in all directions.; Plan view elevations will be shown as relative to North American Vertical Datum of 1988 at each section and at pertinent points for facilitation of engineering design. All visible, above-ground improvements and utilities will be located and shown together with trees 3 inches or greater, which will be shown with diameter at breast height (DBH) and common name if known by the surveyor's agent. A base map will be created in current software parameters and provided to the Engineering Department as well as a Certified Map of Specific Purpose Survey adhering to the Standards of Practice for Surveying, (Chapter 5J 17) of the Florida Administrative Code, for submittal to entities of interest.

LUMP SUM FOR TASK 1: \$4,090.00

TASK 2 PROVIDE LOCATES-GPR/EM SERVICES:

Provide utility location and verification services within the corridor (described in the project description above). Using AWWA standards for marking. Electromagnetic induction (EM) and Ground Penetrating Radar (GPR) will be utilized to perform/verify horizontal locations of existing tone able and non-tone able utilities. Lines will be painted on the ground or pin flags set to show said lines on the surface.

LUMP SUM FOR TASK 2: \$1,200.00



TASK 3 UTILITY TEST HOLES (SOFT DIGS)

Utility test holes (soft digs) will be performed and reports provided for each with utility depth, elevation, size, material and type. The test holes will be performed based on the direction of the project engineer and limited to 4 test holes per this request.

TEST HOLES (4) \$2,000.00 UNIT PRICE = \$500.00 PER HOLE

LUMP SUM FOR TASK 3: \$2,000.00

TASK 4 ELECTRICAL ENGINEERING

CAS will hire an electrical subconsultant for the electrical design of the duplex submersible lift station. The electrical consultant will coordinate with the Town of Pembroke Park to acquire a permit for the lift station power requirements.

LUMP SUM FOR TASK 4: \$14,500.00

TASK 5 DESIGN OF CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE

CAS will develop and provide a set of permitted plans with the improvements to be constructed as outlined herein and as described in these documents. The scope of work shall include:

The design of a new duplex submersible lift station pumping system to replace the existing wet well /dry well system lift station no. 14 on Hallandale Beach Blvd.

CAS will also prepare cost estimate of construction based on final design. CAS will prepare contract documents (bid schedule, plans and technical specifications) to be used during the bidding process for the proposed improvements.

LUMP SUM FOR TASK 5: \$53,000.00

TASK 6 ENGINEERING PERMITTING SERVICES

CAS will perform, provide, and submit all required FDEP domestic wastewater, the FDOT permit applications, Broward County Utility Permits, and Town of Pembroke Park Building Permits including supporting documents and will respond to the first and second round of any RFI's (if required) for final issuance of permits for the improvements. Beyond two rounds of RFI's will be billed at standard hourly rates or as mutually agreed upon by the Town. This includes the required lift station calculations.

LUMP SUM FOR TASK 6: \$6,000.00

BIDDING & CONTRACTOR SELECTION

TASK 7 SERVICES DURING BIDDING

CAS will prepare bid forms/advertisement(s) and provide services during the bidding process, including preparation of any bid addenda, preparation/attendance of pre-bid meeting, coordination with contractors, respond to bid questions, attend bid opening, prepare bid tabulation, review bids, and provide a recommendation of award. This Item include bidding services for bidding lift station replacement contract, Inflow and Infiltration cleaning and camera contract, and the system repair, replace, or pipe lining contract.

LUMP SUM FOR TASK 7: \$8,000.00

TASK 8 ENGINEERING SHOP DRAWING REVIEW

CAS will provide, review, and process shop drawings including submittals from the contractor including the project's construction schedule, maintenance of traffic plan, request(s) for information and request(s) for change order. In addition, CAS will provide technical advice, engineering assistance services and confirm that the construction documents and agreements are executed.

LUMP SUM FOR TASK 8: \$5,000.00

TASK 9 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

CAS will provide oversight for the entire project construction, periodic site visits as required or requested, communication with Contractor regarding construction sequence and scheduling, answer questions during construction, respond to design interpretation, review and approve monthly pay requests, attend periodic site construction meetings, observe for conformance to plans and specifications, as-built plan review, project close-out, final pay request and release of liens. The fee is based on \$1,875.00 per month beginning upon contractor's Notice to Proceed start date until submittal of final pay request for the construction and installation of the proposed Town of Pembroke Park Lift Station No. 14 Sanitary Sewer Improvements. The estimated duration for ESDC is (9) nine months. Any additional time will be invoiced at our current hourly rate of \$195 for a Senior Supervising Engineer or as mutually agreed upon with the Town.

CAS will provide final engineering certification and close-out documents, review as-built documents, and prepare/submit permit certifications to the regulatory departments and agencies as required for permit final certification.

**Engineer site visits during construction if requested by owner, beyond pre-construction meeting and lift station startup, will be invoiced at our current hourly rate of \$195 for Senior Supervising Engineer, as necessary and if required, for the duration of the project and as agreed upon with the City.*

LUMP SUM FOR TASK 9: \$15,000.00

TASK 10 INSPECTION/CONSTRUCTION OBSERVATION SERVICES

CAS will provide part-time construction observation and management services, including review of monthly pay requests with project manager, witnessing of field tests, coordination with the contractor and owner, weekly site observational visits, weekly field reports, resolving field conflicts and aiding the owner during construction. Periodic site visits are based on a minimum two (2) days per week. The fee is based on \$6,500.00 per month construction schedule for the installation of the proposed Town of Pembroke Park Lift Station No. 14 Sanitary Sewer Improvements. The estimated Inspection/Construction Observation Services duration is nine (8) months. Any additional time will be invoiced at \$125 per hour for inspection/construction observation or as mutually agreed upon with the Town.

CAS Engineer and Field Representative will confirm construction was completed in general conformance to the design documents, specifications, and permits. CAS Field Representative will coordinate with all parties and prepare project punch list, monitor, and witness pipeline and lift station testing to establish "substantial completion", conduct a final inspection walk through and review as-built documents, as required for permit final certification.

LUMP SUM FOR TASK 10: \$52,000.00

**TOWN OF PEMBROKE PARK
LIFT STATION NO. 14
SANITARY SEWER IMPROVEMENTS
SUMMARY - PROPOSED PROFESSIONAL SERVICES**

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific task:

Surveying services, preliminary design, geotechnical, permitting, design services, bidding services, shop drawing review, engineering services during construction (ESDC)/construction observation including certification of proposed construction improvements:

Engineer's Opinion of Construction Cost Estimate: \$1,084,544

ENGINEERING FEE SUMMARY (BASIC SERVICES, TYPE "D" SERVICES AND CONSTRUCTION SERVICES)

	Lump Sum
<u>ENGINEERING SERVICES</u>	
Basic Services:	

TASK 1 ROUTE & TOPOGRAPHIC SURVEY	\$4,090.00
TASK 2 PROVIDE LOCATES-GPR/EM SERVICES	\$1,200.00
TASK 3 UTILITY TEST HOLES (4 SOFT DIGS)	\$2,000.00
TASK 4 ELECTRICAL CONSULTING SERVICES	\$14,500.00
TASK 5 DESIGN, CONSTR. PLANS, SPECS AND BID PACKAGE	\$53,000.00
TASK 6 ENGINEERING PERMITTING SERVICES	\$6,000.00
TASK 7 ENGINEERING SERVICES DURING BIDDING	\$8,000.00
TASK 8 ENGINEERING SHOP DRAWING REVIEW	\$7,000.00
Total Engineering Services:	\$95,790.00

SERVICES DURING CONSTRUCTION

TASK 9 ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)	\$20,000.00
TASK 10 INSPECTION/CONSTRUCTION OBSERVATION SERVICES	\$52,000.00
Estimated construction duration @ 9 months @ \$8,000 per month 2 days per week. Additional time, per hourly rate \$95/hr	
Total Services During Construction:	\$72,000.00

Total Professional Services Fee: \$167,790.00

Fee for the above-described work is One Hundred Sixty Seven Thousand, Seven Hundred Ninety Dollars and 00/100 - \$167,790.00



ADDITIONAL SERVICES:

Any service not specifically included in the agreement will be considered as an additional service. CAS will accomplish additional services only upon proper written authorization of the Town of Pembroke Park. Any additional time will be billed at our current general contracted hourly rates or at a mutually agreed upon Lump Sum Fee.

If you are in agreement with the above scope of service and the terms, please sign in the authorization space provided below and return one (1) executed copy of this proposal to our office at 21045 Commercial Trail, Boca Raton, FL 33486 so that we can proceed.

Should you have any questions or need additional information, please do not hesitate to contact this office.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Stephen C. Smith, P.E.
President

TOWN OF PEMBROKE PARK



Geoffrey Jacobs
Mayor

cc Daniel Shonk
Greg Giarratana

2-22-23
Date

RESOLUTION NO. 2023-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida enacted an Ordinance pursuant to Section 336.025(1)(b)(2), Florida Statutes, which increased the authority of Broward County to levy a fifth-cent local option gas tax on motor fuel to be used only for transportation expenditures necessary to meet requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the Town of Pembroke Park is eligible to receive a portion of this local option gas tax when imposed and collected by Broward County; and

WHEREAS, the Town of Pembroke Park has heretofore entered into an Interlocal Agreement with Broward County, and Addendum thereto, relating to the division and distribution of the proceeds of the additional local option gas tax on motor fuel ordinance; and

WHEREAS, the parties hereto desire to further amend said Interlocal Agreement to reflect the change in population of the municipalities in Broward County, with the resulting change in the division of proceeds among the municipalities, and to provide for the further distribution of said local option gas tax pursuant to the formula contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE

TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town of Pembroke Park is authorized to make and enter into the 2023 Amendment to the Interlocal Agreement between Broward County and the Town of Pembroke Park (attached hereto as Exhibit 1) which provides for the Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said 2023 Amendment to the Interlocal Agreement for and on behalf of the Town of Pembroke Park.

Section 3: 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 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 8th day of March, 2023.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Town of Pembroke Park
Resolution No. 2023-002

JACOB G. HOROWITZ ESQ
Interim Town Attorney

{00556551.1 3399-0000000 }

RESOLUTION NO. 2023-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida enacted an Ordinance pursuant to Section 336.025(1)(b)(2), Florida Statutes, which granted Broward County the authority to levy a three (3) cents local option gas tax on motor fuel to be used only for transportation expenditures necessary to meet requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the Town of Pembroke Park is eligible to receive a portion of this local option gas tax when imposed and collected by Broward County; and

WHEREAS, the Town of Pembroke Park has heretofore entered into an Interlocal Agreement with Broward County, and Addendum thereto, relating to the division and distribution of the proceeds of the local option gas tax on motor fuel ordinance; and

WHEREAS, the parties hereto desire to further amend said Interlocal Agreement to reflect the change in population of the municipalities and Broward County, with the resulting change in the division of proceeds among the municipalities and Broward County, and to provide for the further distribution of said local option gas tax pursuant to the formula contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE

TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town of Pembroke Park is authorized to make and enter into the 2023 Amendment (attached hereto as Exhibit 1) to the Interlocal Agreement between Broward County and the Town of Pembroke Park, which provides for the Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said 2023 Amendment to the Interlocal Agreement for and on behalf of the Town of Pembroke Park.

Section 3: 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 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 8th day of March, 2023.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ, ESQ

{00556550.1 3399-0000000 }

Interim Town Attorney

SW 30th Avenue Mixed-Use/Entertainment District



Town of Pembroke Park – Planning & Zoning Board
January 5, 2023

30th Avenue Study Area

SW 30th Ave between Pembroke Road and Hallandale Beach Boulevard

20 Acres +/- including SW 30th Ave.

Commission Workshop Sept 28, 2022

Planning & Zoning Board October 6, 2022

Town Commission October 15, 2022



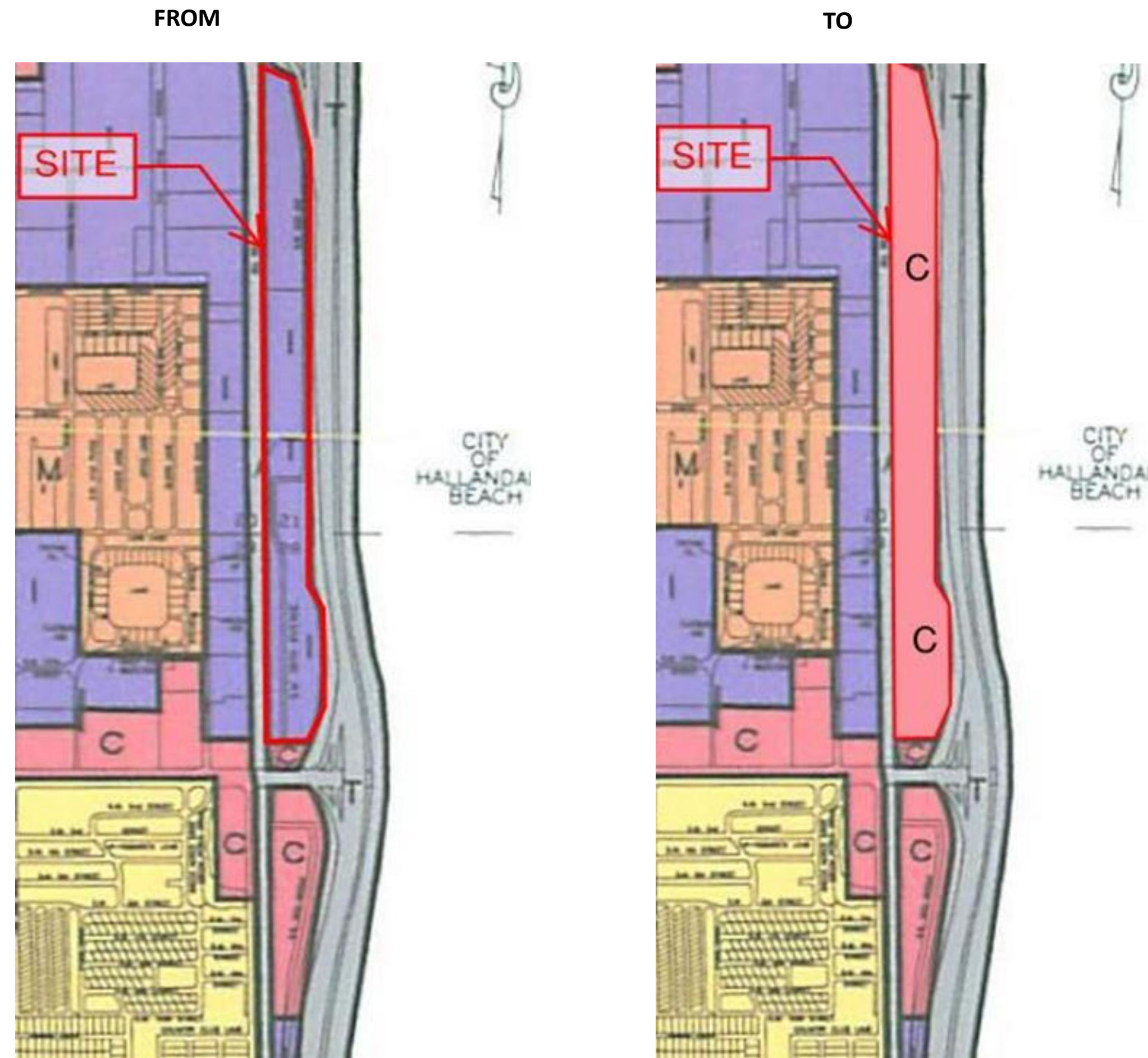
APPLICATIONS

- **22-CP-03 Town Only Land Use Plan Amendment (LUPA) from Industrial to Commercial**
- **22-RZ-01 Creation of a Mixed-Use Entertainment District (MXE)**
- **22-RZ-04 Rezone from C-1 and M-1 to MXE – Properties on SW 30th Avenue**



22-CP-03 Land Use Plan Amendment

- From Industrial to Commercial
- Commercial will allow proposed uses
- Impact Analysis Provided



22-RZ-01 Text Amendment

PROPOSED USES

- Commercial Recreation
- Entertainment Venues
- Office
- Retail/Restaurants
- Hotel
- Residential

NON-CONFOMING USES

- Existing Uses allowed to remain pursuant to Article V of the Code

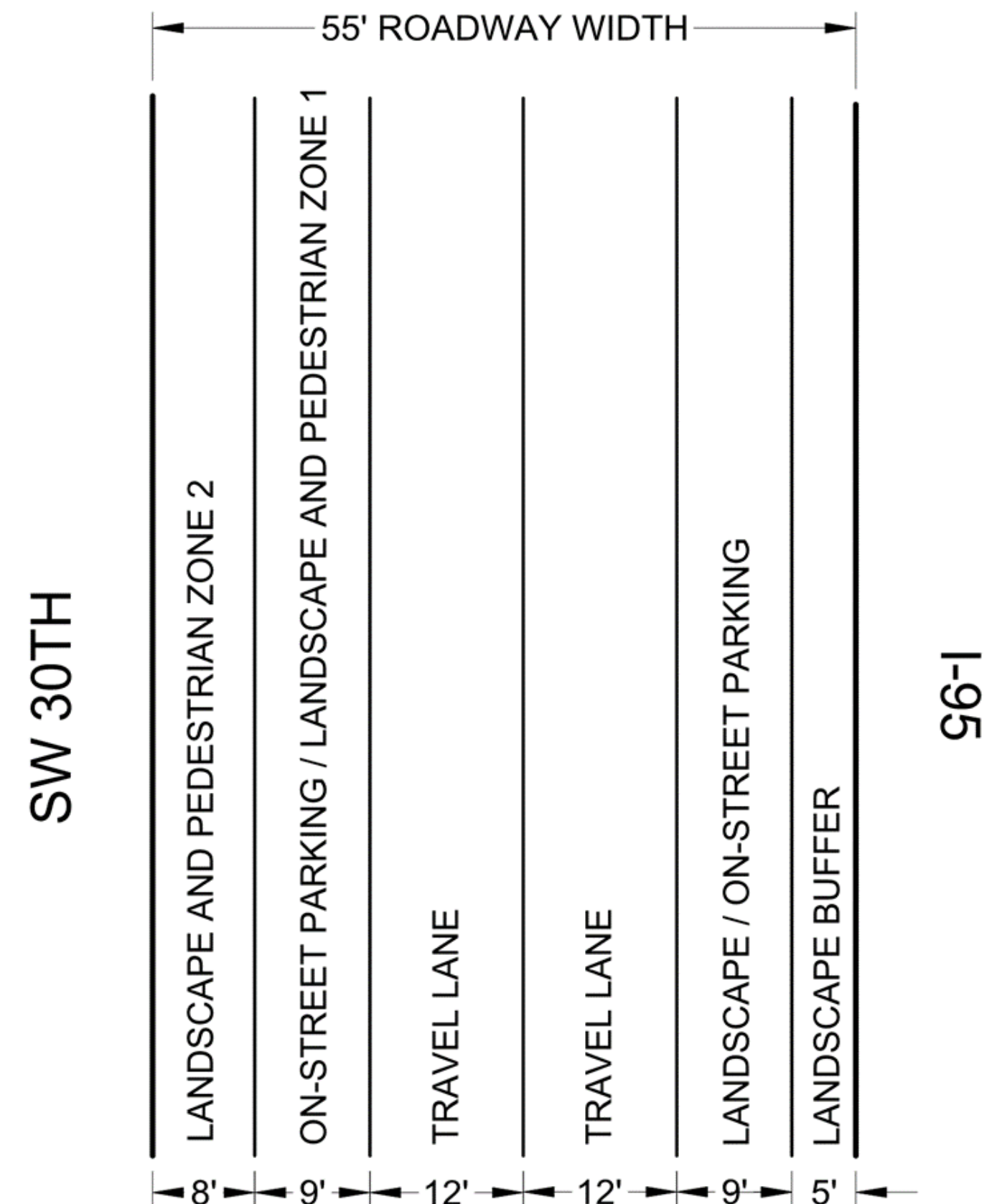


Text Amendment Cont.

PROPOSED ZONING REGS

- 15% Affordable Housing Set Aside
- Density 50 Dwelling Units per Acre
- Density Bonus up to 100 Dwelling Units per Acre
- 150-foot Height Limit
- Height bonus up to 200 feet
- No Setbacks except for compliance with proposed roadway section
- Minimal Pervious Requirements
- Encourage Parking Reductions
- Permission to Build over Right-of-way
 - Options for Pedestrian Zones
 - Require Ground Floor Commercial/Active Uses
 - Upper-Level Deck Connections
 - Screening of Back-of-house and Parking Structure
 - Bicycle Parking Requirements

SW 30TH AVE ABUTTING 1-95

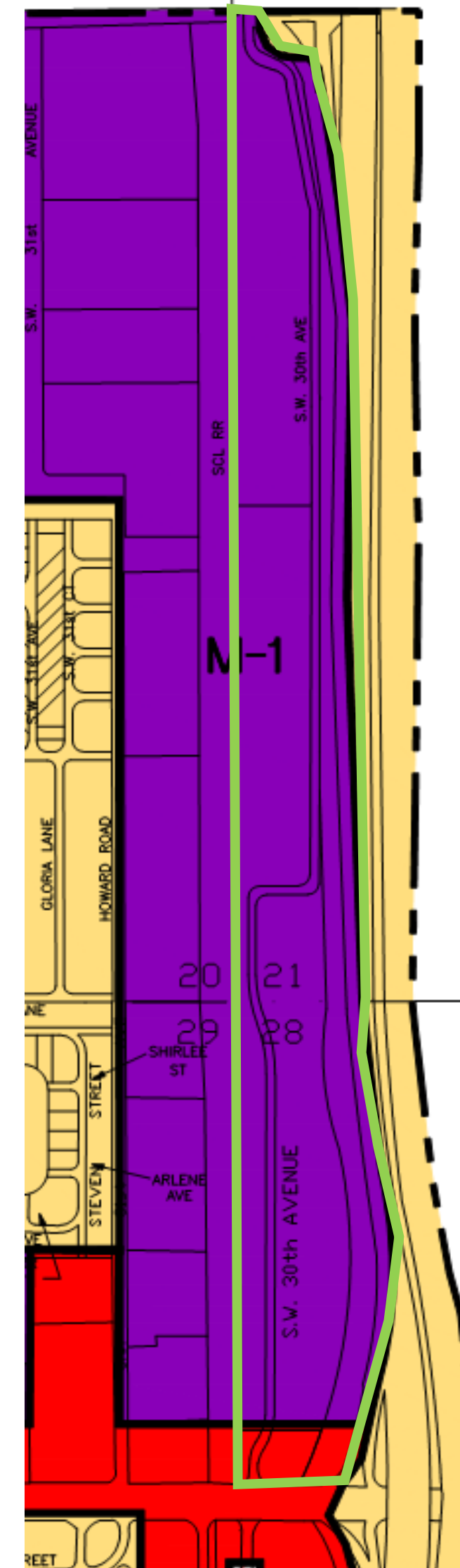


Imagery of Linear Mixed-Use/ Entertainment Projects



22-RZ-04 Rezoning

- From B-1 & M-1 to MXE



THANK YOU
 *KEITH*

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor and Town Commission

THRU: Miguel Nunez, Building Official

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner

MEETING DATE: WORKSHOP January 25, 2023

SUBJECT: SW 30th Avenue (between Pembroke Road and Hallandale Beach Boulevard)
22-CP-03 Town only Land Use Plan Amendment (LUPA) from Industrial to Commercial
22-RZ-01 Text Amendment Mixed Use-Entertainment District (MXE)
22-RZ-04 Rezone from B-1 and M-1 to MXE

APPLICANT: Town of Pembroke Park

PROJECT BACKGROUND

The Town has received interest from property owners along SW 30th Avenue to redevelop their property in a manner that is not consistent with the current M-1 zoning district and Town's Industrial land use. In multiple meetings with Town staff, it was recommended to make a presentation to the Town Commission to discuss the potential to redevelop SW 30th into mixed use-entertainment district and receive direction from the Town Commission on moving forward. Town staff made presentations to the Town Commission at the September 28, 2022, Commission Workshop and at the October 15, 2022, Special Commission Meeting. Staff had also made a presentation to the Planning and Zoning Board on October 6, 2022. All presentations were received positively.

In order to create a mixed use-entertainment district for SW 30th Avenue, multiple applications are needed to be processed through the Town. The first application would be to change the land use from Industrial to Commercial. The industrial land use does not allow the uses for a mixed-use entertainment district. This Land Use Plan Amendment is a Town only application. Several years ago, Broward County collapsed many of their land uses (commercial, industrial and employment center) into one category called “commerce”. The county land use plan, which the Town is required to be consistent with, already allows the uses proposed in the mixed use-entertainment district.

The second application is to create the mixed use-entertainment district. The Town will be creating a new zoning district specifically for the redevelopment of SW 30th Avenue which will allow for a mix of uses with an emphasis on entertainment.

The third and final application is to rezone all of the properties along SW 30th Avenue to the new mixed use-entertainment district.

PROJECT ANALYSIS

SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports, and urban centers. SW 30th Avenue quick and easy access to and from the interstate. The location appears ideal for providing lodging, entertainment and residential for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated by the railway from the quieter sections of the Town.

The LUPA application essentially changes the land use from industrial to commercial to allow for the mixed-use entertainment uses.

The text amendment creates the new mixed-use entertainment MXE zoning district. Highlights within new zoning district include:

- Specific permitted uses which allow for commercial, residential, entertainment and commercial recreation uses all with one area.
- Reduced setbacks to allow for intense development.
- Height allowance to 150 feet and a bonus height of an additional 50 feet if the development meets certain criteria.
- A requirement to provide a minimum of 15% of the units as affordable housing.
- A density allowance of 50 units per acre and a density bonus program to allow up to an additional 50 units per acre if the development meets certain criteria and subject to the allocation of the units by the Town Commission.
- A roadway exhibit which allows for pedestrian and landscape zones and on-street parking.
- The option to build over SW 30th Avenue. The lease agreement is subject to approval by the Town Commission.
- Design standards to ensure proper design which include activating the ground level of the development, screening the loading and dumpster area, screening of the structured parking from public rights-of-way, encouraging of upper-level and rooftop decks for additional pedestrian activity and bicycle parking.

The rezoning application will rezone all properties along SW 30th Avenue including the properties at the corners of Hallandale Beach Boulevard and Pembroke Road and SW 30th Avenue. One parcel is zoned B-1 while the remainder of the properties are zoned M-1. All will be rezoned to MXE.

RECOMMENDATION

The Town Planner recommends approval of all three applications. On January 5, 2023, the Planning and Zoning Board unanimously approved all three applications. Although this staff report covers three (3) separate applications, each application must be voted on separately.

ATTACHMENTS

Town LUPA Application

Mixed Use-Entertainment District Text

Town Rezoning Application & Legal Description



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

3150 SW 52nd Avenue Pembroke Park, Florida 33023
954.966.4600
www.tppfl.gov

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
SW 30th Avenue LUPA		Comprehensive Plan Amendmen	
Owner	Parcel (ID Number)		
Town of Pembroke Park Initiated	Multiple Parcel Numbers		
Address		Parcel Size (Acres)	
SW 30th Avenue Pembroke Park FL 33009		16.56 +/-	
Scope of Work Description			
Amend the Future Land Use Map from Industrial to Commercial for SW 30th Avenue			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Michael Vonder Meulen			
Company/Firm: KEITH			
Address: 301 E Atlantic Blvd			
City/State/Zip: Pompano Beach FL 33060			
Phone: 954-788-3400		Email: MVonderMeulen@keithteam.com	
Signature:		Date: 12/08/2022	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed Name of Property Owner: <u>Town Initiated Application</u>			
Signature of Property Owner: <u>[Signature]</u>		Date: <u>1/18/23</u>	
State of <u>FLORIDA</u> County of <u>BROWARD</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this <u>18</u> day of <u>JANUARY</u> , 202 <u>3</u> , by <u>Mike Vonder Meulen</u> (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature <u>[Signature]</u>		My Commission Expires: (stamp) _____	
TOWN USE ONLY			
Submittal Date: _____		Project Number: <u>22-CP-03</u>	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22



SW 30th Avenue

Town Only Amendment to the Land Use Plan Industrial to Commercial

Table of Contents	Page	Exhibit #
1. Applicant Information	3	A
2. Amendment Site Description.....	4	B/C
3. Existing and Proposed Uses.....	4	D/E
4. Analysis of Public Facilities and Service.....	6	
a. Potable Water.....	7	F
b. Sanitary Sewer.....	7	
c. Solid Waste.....	8	
Drainage.....	10	
Recreation and Open Space.....	11	
d. Traffic Circulation.....	12	
e. Mass Transit.....	13	
f. Public Education Analysis.....	14	
5. Analysis of Natural and Historical Resources.....	15	
6. Affordable Housing.....	17	
7. Land Use Compatibility.....	17	
8. Hurricane Evacuation Analysis.....	17	
9. Redevelopment Analysis.....	17	
10. Intergovernmental Coordination.....	18	
11. Public Outreach.....	18	
12. Describe Consistency with Highlighted Regional Issues and Policies Of the Broward County Land Use Plan.....	18	
13. Additional Support Documents.....	19	
14. Plan Amendment Copies.....	19	

Exhibits

- Exhibit A List of Property Owners
- Exhibit B Legal Description
- Exhibit C Project Location Map
- Exhibit D Existing Town of Pembroke Park Land Use
- Exhibit E Proposed Town of Pembroke Park Land Use

1. APPLICANT INFORMATION

- A. Name, title, address, telephone, facsimile number and e-mail of the applicant.

Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023
954-849-8575
TownPlanner@tppfl.gov

- B. Name, title, address, telephone, facsimile number and e-mail of the agent.

KEITH
301 E. Atlantic Blvd.
Pompano Beach, FL 33060
954-788-3400
mvondermeulen@keithteam.com

- C. Name, title, address, telephone, facsimile number and e-mail of the property owner.

A list of all property owners, folio numbers and site addresses are in **Exhibit A**.

- D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs). Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.

Response: SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports and urban centers. SW 30th Avenue direct access to and from the interstate. The location appears ideal for providing lodging, entertainment and commercial activities for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated from the quieter sections of the Town.

The proposed amendment site fronts on I-95 and provides an image of the Town of Pembroke Park that is inconsistent with the future vision of the Town. The area was originally platted in 1898 in Dade County and portions have been subsequently replatted. A portion of the existing area is comprised of the Meekins Plat dated back to 1949 and there are a few newer plats. For the most part, the development date back to the 1960's and 70's when zoning codes had minimal requirements. As a result, there are many deficiencies that contribute to the deterioration of the area and prevent redevelopment without intervention. The most striking observations are poor parking standards, lack of landscape, pedestrian connectivity, and septic tanks and drainage issues.

The proposed amendment is aimed as the first step in creating the foundation for the redevelopment of SW 30th Avenue. Changing the land use designation to Commercial will allow modern mixed-use codes to be developed for the area that will provide the basis for a sustainable future, as well as improve the infrastructure.

2. AMENDMENT SITE DESCRIPTION

- A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

Response: The site is located between Pembroke Road to the north and Hallandale Beach Boulevard to the South, lying between I-95 to the east and the CSX railway corridor. The buildable area is approximately 12.01 acres and accounting for half the rights-of-way and the site is 13.85 acres. The land use plan amendment area which includes the total SW 30th Avenue rights-of-way that has an Industrial land use designation is approximately 16.56 acres.

- B. Sealed Survey, including legal description of the proposed to be amended.

Response: A legal description is provided as **Exhibit B**.

- C. Map at a scale clearly indicating the amendment's location, boundaries, and proposed land uses.

Response: A map clearly indicating the amendment's location, and boundaries is provided as **Exhibit C**.

3. EXISTING AND PROPOSED USES

- A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each

designation. For Activity Center amendments, the proposed text indicating the maximum residential and nonresidential uses must be included.

	<u>Broward County</u>	<u>Town of Pembroke Park</u>
Current	Commerce	Industrial
Proposed	Commerce	Commercial

Response: The property is 16.56 acres and has a Town of Pembroke Park Land Use designation of Industrial (**Exhibit D**), and the proposed designation is Commercial (**Exhibit E**).

- B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas

Response: Broward County flexibility provisions have not been used.

- C. Existing use of amendment site and adjacent areas.

Response: The amendment site is developed industrial.

Adjacent Properties: North: Pembroke Road and the City of Hollywood
 South: Hallandale Beach Blvd. and Commercial Land Use
 East: I-95 and the City of Hallandale Beach
 West: CSX railway corridor and Industrial Land Use

- D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide each existing non-residential use square footage and existing dwelling unit count within the amendment area.

PROPOSED USES

Type of Use	Square footage*
Office	172,255 SF
Restaurants	500 Seats
Hotel/Motel	1,120 Rooms

*Based on concept of mixed uses allowed per zoning code for analytical purposes.
 Based on the zoning code 2,897,304 SF would be permitted.

- E. Maximum allowable development per local government adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations/ for each non-residential use and/or dwelling unit count.

Response:

ADOPTED ENTITLEMENTS

Land Use Category	Lot Coverage	Height
Industrial	85%	80 Ft

The Industrial Land Use is based on the adopted zoning code that permits 85% coverage and a height of 80 feet. For analytical purposes, the assumption was 3 floors at 85% coverage.

NET CHANGE IN ENTITLEMENTS BY LAND USE CATEGORY

Type of Land Use	Allowed	Proposed	Net Change
Commercial	2,897,304 SF*		
Office		172,255 SF	+172,255 SF
Restaurants		500 Seats	+ 500 Seats
Hotel/Motel		1,120 Rooms	+1,120 Rooms
Industrial	1,539,192 SF	0 SF	-1,539,192 SF

*The commercial land use is based on the allowable coverage by code. Proposed uses identified for analytical purposes.

4. ANALYSIS OF PUBLIC FACILITIES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan, indicating the adoption date of the 10 Year Water Supply Facilities Plan.

Response: The current 10 Year Water Supply Facilities Work Plan was adopted in October 2017. The adopted level of service for potable water service is 103 gallons per person capita per day.

2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the well field serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

Response: Broward County Utilities is the potable water provider. Plant capacity will be provided by County prior to Town Council Hearings.

3. Identify the net impact on potable water demand, based on adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Response: The potable water demand as illustrated in Table compares the existing Commercial Land Use to the proposed Industrial amendment. The net estimated demand increase is 143,684 gallons/day.

POTABLE WATER DEMAND

Current Land Use Plan Designation: Industrial		
Development Intensity	Generation Rate	Demand
Industrial 1,539,193 SF	26 GPD/1,000 SF	40,019 GPD
Proposed Land Use Designation: Commercial*		
Development Intensity	Generation Rate	Demand
Office 172,255 SF	42 GPD/1,000 SF	7,235 GPD
Restaurant 51,028 SF/500 Seats	356GPD/1,000 GBA	51,028 GPD
Hotel/Motel 1,120 Rooms	112 GPD/Room	125,440 GPD
Net Change:		+ 143,684 GPD

*Based on conceptual uses for analytical purposes. Commercial and industrial Rates are Based on Broward County generation.

4. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

B. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

Response: The level of service in the adopted, certified land use element is 258 gallons per capita per day.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on

the plant and planned plant capacity expansions, including year and funding source.

Response: The City of Hollywood provides sanitary sewer collection only. The City's collection system consists of gravity lines, pump stations and force mains.

The Town has a Large User Agreement with The City of Hollywood to provide treatment. The area of the amendment is currently served by septic tanks and will require an amended agreement to provide additional capacity. Plant capacity will be provided prior to Town Council hearings.

3. Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Response: The sanitary sewer demand as illustrated in Table below compares the Commercial Land Use to the Industrial amendment. The net estimated demand increase is 73,532 gallons/day.

SANITARY SEWER DEMAND

Current Land Use Plan Designation: Industrial		
Development Intensity	Generation Rate	Demand
Industrial 1,539,193 SF	.10 GPD/SF	153,919 GPD
Proposed Land Use Designation: Commercial*		
Development Intensity	Generation Rate	Demand
Office 172,255 SF	.2 GPD/SF	34,451 GPD
Restaurant 500 Seats	50 GPD/Seat	25,000 GPD
Hotel/Motel 1,120 Rooms	150 GPD/ bedrooms	168,000 GPD
		Net Change:
		+73,532 GPD

*Based on conceptual uses for analytical purposes. Commercial and industrial rates based on Broward County Code Section 27-201.

4. Correspondence from sanitary sewer provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

C. **Solid Waste Analysis**

1. Provide the solid waste level of service per the adopted and certified local land use plan.

Response: The Town has adopted Broward County level of service standard of 8.9 pounds per residential unit per day. For non-residential uses use Broward County Land Development Code.

Residential	8.9 lbs. per unit per day
Factory/Warehouse	2 lbs per 100 sq.ft. per day
Office Building	1 lbs per 100 sq.ft. per day
Retail/ Service	4 lbs per 100 sq.ft. oer day
Hotel/Motel	3 lbs per room per day

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

Response: The majority of solid waste in the Town is managed by Waste Management, Inc., which collects and disposes of solid waste material and garbage within the Town. The majority of material collected within the Town is transported to the appropriate Landfill/Waste to Energy Plant. The facility is projected to have capacity through 2032 with a remining capacity of 19 million cubic yards and an average annual consumption of 1.5 million cubic yards.

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Response: Analysis indicates that there will decrease the solid waste demand by 24,069 pounds per day.

SOLID WASTE DEMAND

Current Land Use Plan Designation: Industrial		
Development Intensity	Generation Rate	Demand
Industrial 1,539,193 SF	2 Lbs/100 SF/day	30,784 Lbs Day
Proposed Land Use Designation: Commercial*		
Development Intensity	Generation Rate	Demand
Office 172,255 SF	1 Lbs/100 SF/day	1,722 Lbs/Day
Restaurant 40,822 SF	4 Lbs/100 SF/day	1,633 Lbs/Day
Hotel/Motel 1,120 Rooms	3 Lbs/Room/ day	3,360 Lbs/Day
Net Change:		-24,069 Lbs/Day

*Based on Broward County LOS and proposed conceptual uses for analytical purposes.
Industrial based on factory/warehouse and restaurant converted to square feet.

4. Correspondence from the solid waste provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

D. Drainage Analysis

1. Provide the drainage level of service per the adopted and certified local land use plan.

Response: The Town has adopted the following LOS standards for Drainage:

One inch (1") in 25-year storm with attenuation (24-hour storm event) and treatment of the first 1" of run-off on-site.

2. Identify the drainage district and drainage systems serving the amendment area.

Response: Broward County and South Florida Water Management District.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

Response: Portions of the area are prone to flooding and a comprehensive drainage plan is proposed to alleviate the current issues and proposed redevelopment. Funding will be provided by the Town and developers.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

Response: The amendment area covers approximately a mile in length. Many of properties were developed in the 60's and permits are not available. Since there are so many properties, obtaining permits would not be productive.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

Response: The Town has prepared a draft comprehensive analysis of the amendment site to alleviate the issues.

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

E. Recreation and Open Space Analysis

1. Provide the recreation level of service per the adopted and certified local land use plan.

Response: The City's level of service standard for parks is three acres per 1,000 residents.

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

Response: The Town has three park sites; McTyre Park, Pembroke Park Preserve, and Patrick Behn Park. The parks total 36.81 acres. Based on 2021 census estimate of the population at 6,195 the Town Park requirement is 18.58 acres. The Town has ample available acres to accommodate future growth.

3. Identify the net impact on demand for "community parks" acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

Response: Based on the proposed uses there will not be an increase in park demand.

4. Identify the projected "community parks" acreage needs based on the local government's projected buildout population.

Response: Both existing Industrial and proposed Commercial land use do not impact park demand and do not affect population buildout projections.

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5. (a. through e.) regarding the provision of open space.

Response: POLICY 2.5.4 does not apply to this amendment since there is no loss of open space and a local plan amendment.

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional

information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

Response: Major roadways serving the amendment site include:

- Pembroke Road
- Hallandale Beach Boulevard.
- I-95

The level of service standards maintained by Broward County and the Town of Pembroke Park are summarized below in Table 1.

Broward County

The amendment site is located within the Transportation Concurrency District which is subject to the provisions of the Broward County Transportation Concurrency System. Therefore, the level of service standard determined by the Broward County Development Review Services was considered for this analysis. The level of service standard for all roadways within the impact area is LOS D for long range planning purposes.

Town of Pembroke Park

The Town of Pembroke Park recognizes the County's level of service (LOS) D standards in its adopted Comprehensive Plan. The Town is located within Broward County Transportation Concurrency Management Area (TCMA). All new development in the Town is subject to payment of Transit Impact fees to the Broward County.

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizons. Please utilize average daily and P.M. peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

Response: The projected level of service for the short-term (i.e., 2024) planning horizon was determined using linear interpolation of the currently available 2017 peak hour volumes; and the long-term (2040) currently available peak hour volumes to obtain the short-term peak hour volume. Once the interpolated value was obtained, FDOT's 2013 *Quality/Level of Service Handbook* was used to find the appropriate level of service standard.

The level of service for the short and long-term planning horizon will be provided prior to Town hearings.

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for this amendment – calculate anticipated average daily and pm peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

Response: The trip generation potential for the amendment site was calculated using rates reported by the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition.

A detailed trip generation calculation will be provided to the Town prior to hearings.

4. Provide any transportation studies relating to this amendment, as desired.

Response: Supplemental transportation studies relating to this amendment are not provided.

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

Response:

Existing Broward County Bus Transit Service

- **Broward County Transit Route 5** operates on Pembroke Road linking the site in an east west direction. Route 5 operates on 50-minute headways.
- **Broward County Transit Route 28** operates on Hallandale Beach Boulevard. in an east west direction. Route 28 has 30-minute headways.
- **County also has Route 110 and community shuttles 733 and 755 within proximity of the site.** Route 110 has 30-minute headways and 733 and 755 operate on 60-minute headways.

2. Describe how the proposed amendment furthers or supports mass transit use.

Response: Redevelopment will provide potential additional riders for the transit system.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

H. Public Education Analysis

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan amendment application. The applicant should contact the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application

Response: There are no impacts from the proposed Commercial Land Use.

2. The associated fee in the form of a check made payable to the SBBC.

Response: Public School Impact Application and fee is not necessary since the site is proposed to be Commercial. If future flex or redevelopment units are, developers will need to provide school board concurrency analysis.

5 ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

Response: There are no listed historic sites or districts associated with the site.

- B. Archaeological sites listed on the Florida Master Site File.

Response: Site is not listed on the Florida Master Site File.

C. Wetlands.

Response: No wetlands are located within the subject property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

Response: The subject property is not within an area designated as a Local Area of Particular Concern by the Broward County Land Use Plan.

E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

Response: A small portion of the site which appears to be limited to a portion of 30th Avenue is highlighted within a Priority Planning Area for sea level rise. The map identifies areas near tidal water bodies at increased risk of inundation under a 3.3-foot sea level rise scenario, projected to occur as soon as 2070. An exact determination was not made due to the exact limits.

F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

Response: The subject property is developed, as well as surrounding areas. There has been no evidence to date of any endangered, threatened or species of special concern associated with the amendment area.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

Response: The subject property is developed as well as surrounding areas. There has been no evidence to date of any plant species listed on the index being located on the subject property.

- H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

Response: The amendment site is not located within a Wellfield Protection Zone.

- I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.

Response: Soil is suitable for development. On-site cut and fill will utilize best management practices required by the water management design engineering standards.

- J. Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

Response: Not Applicable

6 AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2 consistent with Article 5 of this Document.

Response: Amendment site does not contain any housing units. If redevelopment units are utilized in the future, the Town and the developers will be subject to affordable housing requirements.

7 LAND USE COMPATABILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

Response: The amendment site is located between two major transportation corridors; Interstate-95 on the east and the CSX Railroad corridor on the west. The existing use is industrial and amending the site to commercial will not impact the adjacent areas. The

frontage along I-95 north and south has similar uses. The amendment site is essentially isolated.

8 HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

Response: Site is not within a Hurricane Evaluation Zone.

9 REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

Response: Site is not part of a designated redevelopment area. The amendment site will promote redevelopment in concert with future land development code amendments which will enable the highest and best use; and provide employment and increased tax base.

10 INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

Response: The City of Hollywood could be considered adjacent on the north at Pembroke Road. The City of Hallandale Beach could be considered adjacent across I-95. Notices to adjacent municipalities will be provided as part of the participation process.

11 PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master association, homeowner associations etc.

Response: There is not a master association of the amendment area. The Town of Pembroke will publish legal notices, post the site and solicit public input thru the Town website.

12 CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE TOWN OF PEMBROKE PARK LAND USE PLAN

The Comprehensive Plan Goals, Objectives and Polices support redevelopment of the area. Several of the GOPS are:

Policy #1.3.5: The Land Use Plan Map may be amended by the Town’s Commission in the manner provided by the Broward County Charter and Florida Local Government Comprehensive Planning and Land Development Regulation Act and local regulations. All amendment shall consider the compatibility of existing and future land uses.

Policy #1.3.8: The Town shall require all redevelopment activities to address existing problems, if any.

Policy # 1.3.9: The Town shall consider the availability of water supply facilities during evaluation of any proposed Comprehensive Plan Land Use Amendments or rezonings.

Policy #1.5.16: The Town will continue to eliminate all existing septic tank systems in the Town and extending municipal sewage treatment facilities to each site where economically feasible.

Policy # 1.5.22 The Town shall require all development and redevelopment activities within identified flood plains to address existing or potential flooding problems, if, any. All flood plain protection provisions pertaining to public roads and parking lot shall be included in Land Development Regulations consistent with the criteria and mapping of FEMA and S.F. Water Management.

Objective: 4-A.2: Complete the process begun in 1995 to phase out all septic tanks in the Town. Maintain and improve the Town’s sewage collection system in order to maximize the use of the Town’s existing infrastructure.

13. ADDITIONAL SUPPORTING DOCUMENTS

None

14. PLAN AMENDMENT COPIES

EXHIBIT A

List of Property Owners

EXHIBIT B

30th AVE FOLIO'S		
FOLIO NO.	PROPERTY OWNER	PROPERTY/SITE ADDRESS
F0-51422180029	M & C DEVITA REV LIV TR DEVITA, MICHAEL A TRS ETAL	SW 30 Ave Pembroke Park FL, 33009
F1-514221280021	1730 PR LLC	1730 SW Ave Pembroke Park FL33009
F3-514221280025	ROLINS CONTINENTAL INC	1731 SW Ave Pembroke Park FL33009
F4-514221280026	1950 SOUTH AVENUE LLC PURACOSTA MANAGEMENT	1732 SW Ave Pembroke Park FL33009
F5-514221280027	ANO LLC	1960 SW Ave Pembroke Park FL,33009
F6-514221280024	BKI-95 LLC	2000 SW 30 Ave Pembroke Park FL,33009
F7-514221010101	LIVMA LLC	2050 SW 30 Ave Pembroke Park FL,33009
F8-514221010103	SLR REALTY CORP	2150 SW 30 Ave Pembroke Park FL,33009
F9-514221010107	SLR REALTY CORP	SW 30 Ave Pembroke Park FL, 33009
F10-514221010117	2250 WAREHOUSE LLC	2250 SW Ave Pembroke Park FL, 33021
F11-514221010108	AMITA DEVELOPMENT LLC	2350 SW Ave Pembroke Park FL, 33009
F12-514221010109	2400 SW30 LLC	2400 SW 30 Ave Pembroke Park FL,33009
F13-514221010113	XYD INVESTMENTS LLC	2500 SW 30 Ave Pembroke Park FL, 33009
F14-514221010118	TAI GROUP INC	2520 SW 30 Ave Pembroke Park FL, 33009
F15-514221010114	FINE LINE INTERIORS INC	2530 SW Ave Pembroke Park FL,33009
F16-514221010120	THX REAL ESTATE LLC	2540 SW 30 Ave Pembroke Park FL, 33009
F17-514221010131	ROB INVESTMENT PROPERTY LLC	2512 SW 30 Ave Pembroke Park FL,33009
F18-514228710010	BH 2550 LLC	2550 SW 30 Ave Pembroke Park FL, 33009
F19-514228000102	THARP FAMILY REV TR	2865 SW 30 Ave Pembroke Park FL, 33009
F20-514228740010	TIMELY PROPERTY INC	2885 SW 30 Ave Pembroke Park FL, 33009
F21-514228640010	TIMELY PROPERTY INC	3001 W Hallandale Beach Blvd Pembroke Park FL, 33009
S1-514228320120	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S2-514228320100	FDOT	SW 30 Ave Pembroke Park FL, 33009
S3-514228320023	PEGGY MESSINGSCHLAGER REV TR, MESSINGSCHLAGER, PEGGY TRSTEE	2521 SW 30 Ave Pembroke Park FL, 33009
S4-514228320110	PEGGY MESSINGSCHLAGER REV TR, MESSINGSCHLAGER, PEGGY TRSTEE	SW 30 Ave Pembroke Park FL, 33009
S5-514228320122	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S6-514228320121	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S7-514221010112	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S8-514221010370	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S9-514221280028	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S10-ROW	ROW	ROW
S11- 514228320070	FDOT Office of ROW	SW 30 Ave Pembroke Park FL, 33009
S12-514228320080	FDOT Office of ROW	SW 30 Ave Pembroke Park FL, 33009
S13-514228320090	FDOT Office of ROW	SW 30 Ave Pembroke Park FL, 33009
S14-514221280020	FDOT Office of ROW	1701 S 30 Ave Pembroke Park FL, 33009
S15-514221280022	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009

Legal Description

Legal Description

That portion of Sections 21 and 28, Township 51 South, Range 42 East, lying westerly of I-95 (SR 9) as shown on Right of Way Map 8607-201, as recorded in Right of Way Map Book 3, Page 18, Broward County Records, lying northerly of the north line of Parcel A, Timely Property Inc Plat, as recorded in Plat Book 162, Page 27, Broward County Records, and lying southerly of the north line of Meekins Addition Number 1, as recorded in Plat Book 26, Page 5, Broward County Records.

EXHIBIT C

Project Location Map



EXHIBIT D

Existing Town of Pembroke Park Land Use

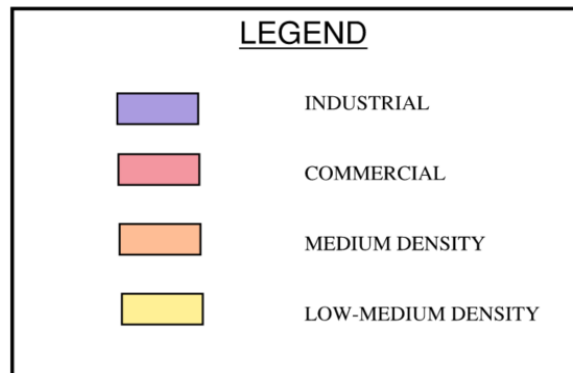
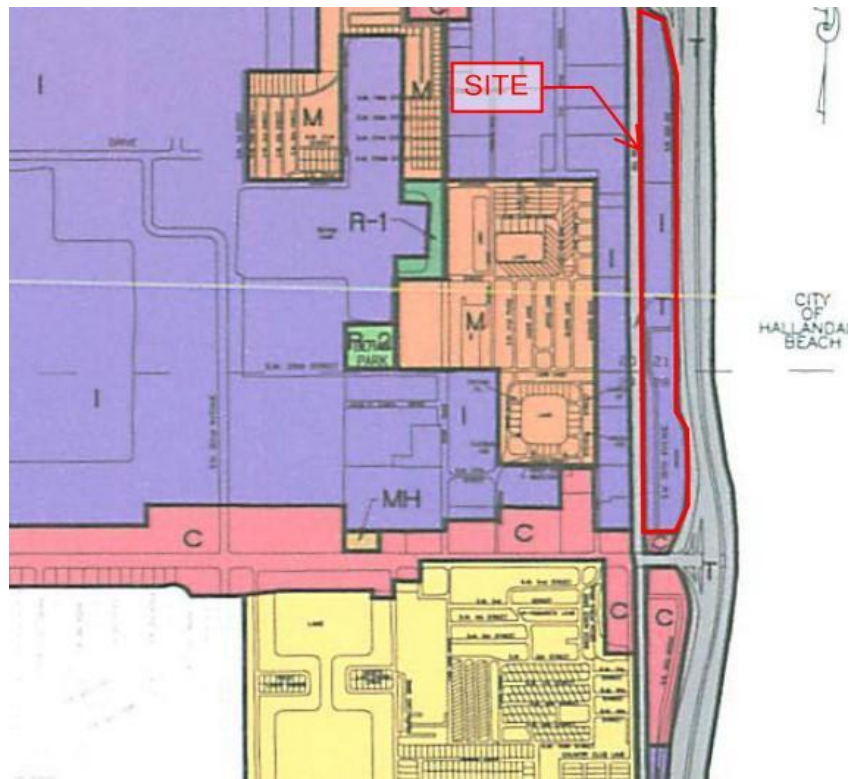
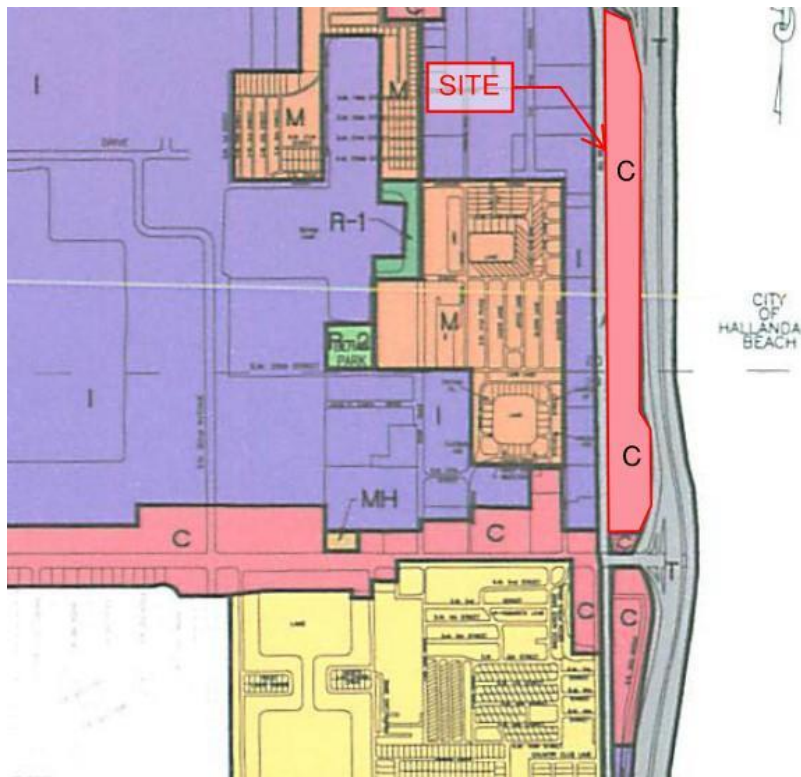


EXHIBIT E

Proposed Town of Pembroke Park Land Use



LEGEND

	INDUSTRIAL
	COMMERCIAL
	MEDIUM DENSITY
	LOW-MEDIUM DENSITY

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Future Land Use Map is created to manage the Town's future growth and development through land development regulations that provide the patterns of planned development in the Town; and

WHEREAS, the Town has received interest from property owners along S.W. 30th Avenue to redevelop their properties in a manner that more closely reflects mixed-use zoning and entertainment uses; and

WHEREAS, the present land use designation within the subject area of Industrial prohibits certain uses that are regularly found within mixed-use zoning districts, and the Town seeks to amend the land use designation on the Property from Industrial to Commercial to provide for future development; and

WHEREAS, the Town's Local Planning Agency recommended approval of this small-scale amendment to the Town's Future Land Use Map at its January 5, 2023 meeting; and

WHEREAS, pursuant to Florida Statute §163.3187, Town Commission conducted a public hearing to consider the input of the public regarding the proposed land use plan amendment; and

WHEREAS, the Town Commission finds that amending the land use for the approximately 16.56 acres of real property general located along S.W. 30th Avenue from industrial to commercial is in the best interests of the citizens and residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE
TOWN OF PEMBROKE PARK, 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 Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: The Town Commission hereby adopts this small scale Land Use Plan Amendment for the approximately 16.56 acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit "A," from Industrial to Commercial.

Section 3. The Town Commission of the Town of Pembroke Park, Florida, hereby directs that the proposed Land Use Plan Amendment for the approximate 16.56-acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit "A," be transmitted to the Broward County Planning Council and the Florida Department of Economic Opportunity with a favorable recommendation.

Section 4. The Town's Land Use Map and Certified Land Use Plan are hereby amended to include the amendments and re-designation described herein.

Section 5. The Town Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with a request that the Council re-certify the Town of Pembroke Park Land Use Plan.

Section 6. The Town Clerk is further directed to transmit a certified copy of this Ordinance and a Certified Copy of the amended Land Use Plan to the Florida Department of Economic Opportunity pursuant to Chapter 163, Florida Statutes, as well as any other interested governmental entity.

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

Section 8. 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, such unconstitutional or invalid part or application shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance remaining in full force and effect.

Section 9. This Ordinance shall become effective immediately upon its passage and

{00550379.2 3399-0000000 }

adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

WILLIAM R. HODGKINS _____

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor and Town Commission

THRU: Miguel Nunez, Building Official

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner

MEETING DATE: WORKSHOP January 25, 2023

SUBJECT: SW 30th Avenue (between Pembroke Road and Hallandale Beach Boulevard)
22-CP-03 Town only Land Use Plan Amendment (LUPA) from Industrial to Commercial
22-RZ-01 Text Amendment Mixed Use-Entertainment District (MXE)
22-RZ-04 Rezone from B-1 and M-1 to MXE

APPLICANT: Town of Pembroke Park

PROJECT BACKGROUND

The Town has received interest from property owners along SW 30th Avenue to redevelop their property in a manner that is not consistent with the current M-1 zoning district and Town's Industrial land use. In multiple meetings with Town staff, it was recommended to make a presentation to the Town Commission to discuss the potential to redevelop SW 30th into mixed use-entertainment district and receive direction from the Town Commission on moving forward. Town staff made presentations to the Town Commission at the September 28, 2022, Commission Workshop and at the October 15, 2022, Special Commission Meeting. Staff had also made a presentation to the Planning and Zoning Board on October 6, 2022. All presentations were received positively.

In order to create a mixed use-entertainment district for SW 30th Avenue, multiple applications are needed to be processed through the Town. The first application would be to change the land use from Industrial to Commercial. The industrial land use does not allow the uses for a mixed-use entertainment district. This Land Use Plan Amendment is a Town only application. Several years ago, Broward County collapsed many of their land uses (commercial, industrial and employment center) into one category called “commerce”. The county land use plan, which the Town is required to be consistent with, already allows the uses proposed in the mixed use-entertainment district.

The second application is to create the mixed use-entertainment district. The Town will be creating a new zoning district specifically for the redevelopment of SW 30th Avenue which will allow for a mix of uses with an emphasis on entertainment.

The third and final application is to rezone all of the properties along SW 30th Avenue to the new mixed use-entertainment district.

PROJECT ANALYSIS

SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports, and urban centers. SW 30th Avenue quick and easy access to and from the interstate. The location appears ideal for providing lodging, entertainment and residential for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated by the railway from the quieter sections of the Town.

The LUPA application essentially changes the land use from industrial to commercial to allow for the mixed-use entertainment uses.

The text amendment creates the new mixed-use entertainment MXE zoning district. Highlights within new zoning district include:

- Specific permitted uses which allow for commercial, residential, entertainment and commercial recreation uses all with one area.
- Reduced setbacks to allow for intense development.
- Height allowance to 150 feet and a bonus height of an additional 50 feet if the development meets certain criteria.
- A requirement to provide a minimum of 15% of the units as affordable housing.
- A density allowance of 50 units per acre and a density bonus program to allow up to an additional 50 units per acre if the development meets certain criteria and subject to the allocation of the units by the Town Commission.
- A roadway exhibit which allows for pedestrian and landscape zones and on-street parking.
- The option to build over SW 30th Avenue. The lease agreement is subject to approval by the Town Commission.
- Design standards to ensure proper design which include activating the ground level of the development, screening the loading and dumpster area, screening of the structured parking from public rights-of-way, encouraging of upper-level and rooftop decks for additional pedestrian activity and bicycle parking.

The rezoning application will rezone all properties along SW 30th Avenue including the properties at the corners of Hallandale Beach Boulevard and Pembroke Road and SW 30th Avenue. One parcel is zoned B-1 while the remainder of the properties are zoned M-1. All will be rezoned to MXE.

RECOMMENDATION

The Town Planner recommends approval of all three applications. On January 5, 2023, the Planning and Zoning Board unanimously approved all three applications. Although this staff report covers three (3) separate applications, each application must be voted on separately.

ATTACHMENTS

Town LUPA Application

Mixed Use-Entertainment District Text

Town Rezoning Application & Legal Description



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

3150 SW 52nd Avenue Pembroke Park, Florida 33023
954.966.4600
www.tppfl.gov

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
Mixed Use Entertainment District Text Amendment		Zoning Amendment	
Owner		Parcel (ID Number)	
Town of Pembroke Park Initiated		Multiple Parcel Numbers - See Attached	
Address		Parcel Size (Acres)	
3150 SW 52nd Ave. Pembroke Park, FL 33023		N/A	
Scope of Work Description			
Creation of the Mixed-Use Entertainment District			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Michael Vonder Meulen			
Company/Firm: KEITH			
Address: 301 E Atlantic Blvd			
City/State/Zip: Pompano Beach FL 33060			
Phone: 954-788-3400		Email: MVonderMeulen@keithteam.com	
Signature:		Date: 12/08/2022	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed Name of Property Owner: <u>Town Initiated Application</u>			
Signature of Property Owner: <u>[Signature]</u>		Date: <u>1/18/23</u>	
State of <u>FLORIDA</u> County of <u>BROWARD</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this <u>18</u> day of <u>JANUARY</u> , 202 <u>3</u> , by <u>Mike Vonder Meulen</u> (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature: <u>[Signature]</u>		My Commission Expires _____	
Notary Public Seal:		TIFFANY CRUMP MY COMMISSION #HH344980 EXPIRES: DEC 28, 2026 Bonded through 1st State Insurance	
TOWN USE ONLY			
Submittal Date:		Project Number: <u>22-RZ-01</u>	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22

Division 5.8 – MXE MIXED USE-ENTERTAINMENT DISTRICT

Sec. 28-209 Intent

A. Purpose

The MXE mixed use entertainment district is designed to encourage the redevelopment of SW 30th Avenue into an active entertainment district with a mix of uses including commercial, restaurant, various entertainment, hotel, office and residential. The purpose of the district standards is to stimulate economic revitalization, create a pedestrian-friendly environment and promote mixed-use developments along the corridor.

B. Permitted Uses

1. The following uses are permitted in the MXE Mixed Use Entertainment District:

Accommodation uses including hotel, condominium hotel, extended stay hotel.
Commercial Recreation uses including indoor and outdoor commercial recreation facilities which are open to the public or require membership.
Entertainment uses including theater, entertainment venue, convention center, hall-for-hire, aquarium, nightclub, bar, tavern, billiard room, museum, exhibition space.
Retail uses including antiques, clothing, convenience market, florist, gift, greeting cards, grocery, jewelry, leather goods, newsstand, notions, pharmacy, souvenir, sporting goods, stationery and books and sundry.
Restaurant uses including bakery, delicatessen and ice cream parlor.
Office uses including general office, medical office, banks and financial institutions.
Multi-family Residential uses as specified in Sec. 28-209.C Specific Use Regulations

2. Existing Uses

Existing non-conforming uses are permitted to remain pursuant to Article V.-Non-conforming Uses of the Town Zoning Code.

C. Specific Use Regulations

1. All Residential units are subject to the following regulations:
 - a. Allocation of Units. Allocation of flex/redevelopment units are granted by the Town Commission and are subject to the availability of Flex/Redevelopment Units.
 - b. Affordable Housing. A minimum of 15% of units allocated to a project must be affordable as defined by the Town and Broward County. A project is encouraged to propose affordable housing units consistent with Policies 2.16.3 and 2.16.4 of Broward County Land Use Plan. Affordable housing units must be deed restricted for a minimum period of 30 years. The recorded deed restriction shall be provided to the Town prior to the issuance of a building permit for the development

The Town Commission may approve a fee in lieu providing affordable housing. The Town Commission will establish the fee. The fee cannot be lower than the fee established in Policies 2.16.3 and 2.16.4. The town may apply to various Town affordable housing strategies including:

- i. Programs to facilitate the purchase or renting of new or existing affordable housing stock.
 - ii. Programs to facilitate the maintenance of the existing supply of affordable housing.
 - iii. Other programs or initiatives designed by the Town to address specific affordable housing market needs, including strategies to reduce the cost of housing production, promote affordable housing development; prevent displacement, and promote transit amongst low-income populations.
- c. Density. The permitted density in the MXE district is 50 dwelling units per net acre.
- d. Density Bonus Options. A development may request a density bonus based on the following criteria. A development cannot exceed a maximum of 100 units per acre including the density bonus.
- i. 50 units/acre. Development which is designated LEED Silver, Gold or Platinum or the equivalent for Florida Green Building Coalition standard or other sustainable development equivalent approved by the Town Commission
 - ii. 25 units/acre. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000. whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art shall be approval from the City Commission.
 - iii. 25 units/acre. Properties that provide upper-level pedestrian connection between abutting properties. The pedestrian connection shall be a minimum 10-foot-wide and must be ADA compatible.
 - iv. 25 units/acre. Structured Parking to accommodate 100% of the proposed parking.

D. Uses Not Permitted

The following uses are prohibited including:

Single family and duplex residential. Townhomes-unless integrated into a development as liner residential to screen structured parking.

Vehicle and marine oriented uses including sales, parts, repair. Service and gasoline stations.

Drive-thru facilities including, restaurant, pharmacy, bank, atm.

Places of worship.

Industrial uses including warehouse manufacturing and self-storage facilities

E. Height Restrictions

1. The maximum height of any structure shall be 150 feet.
2. A height bonus option may be granted by the Town Commission to a maximum height of 200 feet if the development provides one of the following options if the option was not used for a density bonus.
 - a. Structured Parking to accommodate 100% of the proposed parking.
 - b. 5% of the provided parking is reserved for electric vehicle charging stations.
 - c. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000. whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art must be accepted and approved by the Town Commission.

All structure heights above 100 feet are subject to a determination of no hazard from the Federal Aviation Administration (FAA).

F. Size of Plot and Floor Area

There is no minimum plot size or floor area.

G. Setbacks

1. The setback for all street front and street side yards shall be in compliance with the SW 30th road profiles established in Exhibit G.1.a and Exhibit G.1.b. Additional right-of-way necessary to complete the SW 30th Avenue Road profile may be granted in the form of an easement.

Exhibit G.1.a SW 30th Road Profile abutting Interstate-95

SW 30TH AVE ABUTTING 1-95

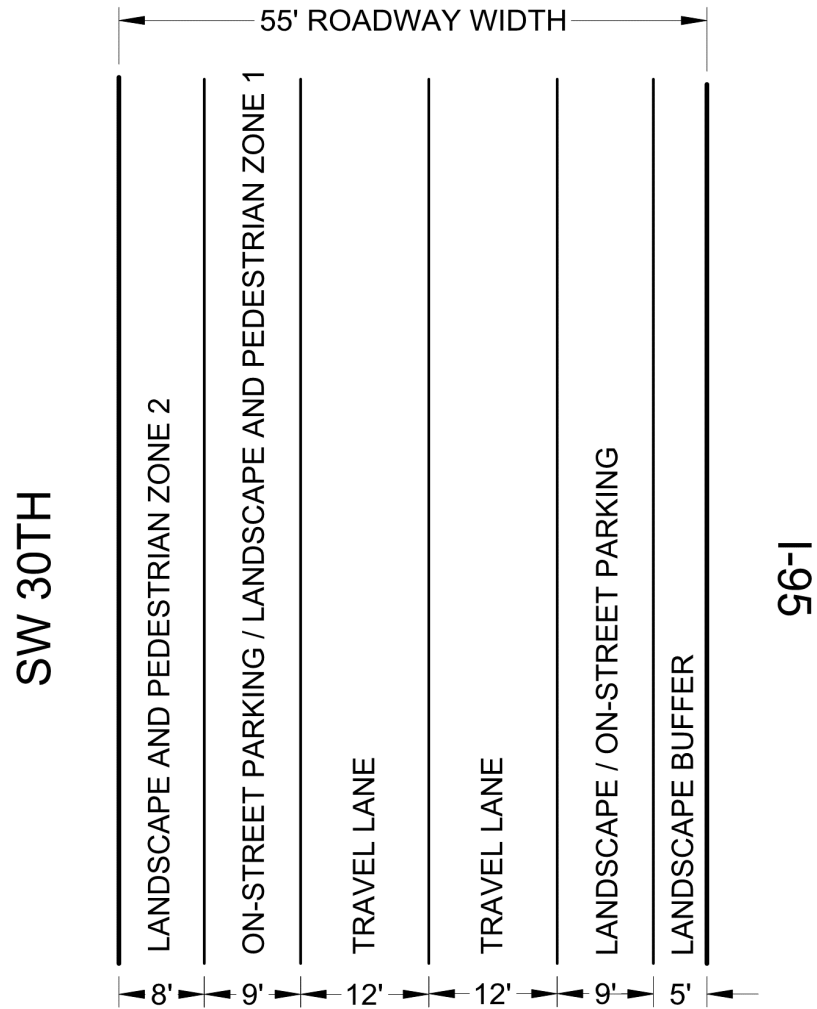
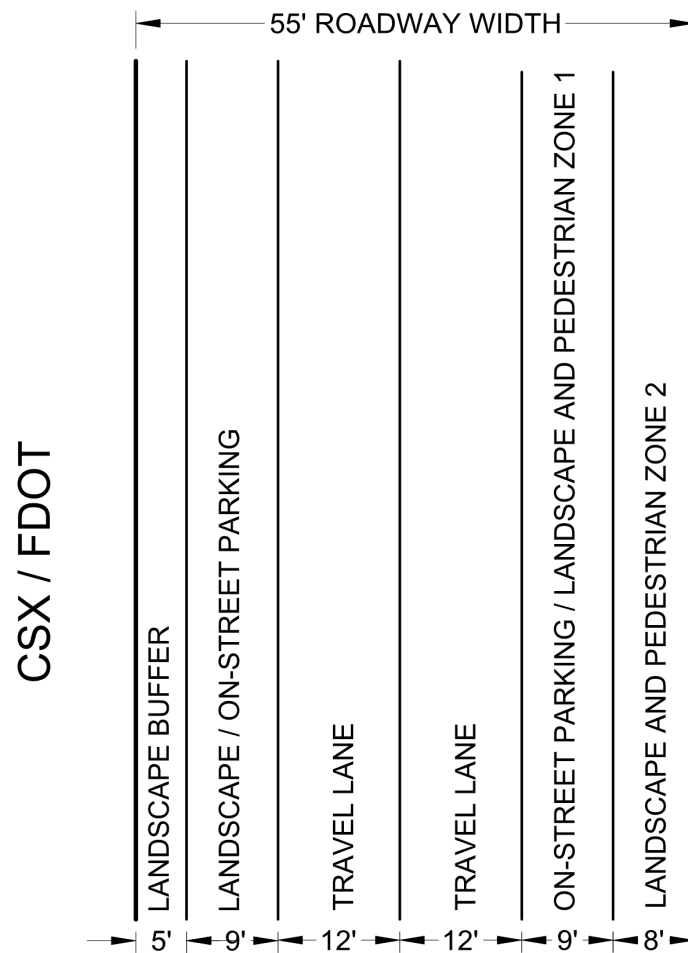


Exhibit G.1.b SW 30th Avenue Road Profile Not Abutting Interstate-95

SW 30TH AVE NOT ABUTTING 1-95



NOTE: WEST LANDSCAPE BUFFER & ON-STREET PARKING MAY BE LOCATED ON CSX/FDOT PROPERTY BY APPROVED EASEMENT

The Town Commission may modify the dimensions and requirements for Landscape/Pedestrian Zones 1 and 2 if determined to be in the best interest of the Town as part of the site plan approval process.

2. All remaining setbacks are zero.

H. Off-Street Parking

All developments are required to provide off-street parking in accordance with Sec. 28-301. A development is encouraged seek a parking reduction utilizing approved parking reduction and or demand study methods from Institute of Traffic Engineers (ITE), Urban Land Institute (ULI), American Planning Association (APA) or other organization accepted by the Town Commission.

I. On-Street Parking

On-street parking shall be provided pursuant to the roadway profile in Exhibits G.1.a and G.1.b. It will be the responsibility of the abutting property owner to provide the on-street parking. On-street parking shall be applied to off-street parking requirements for the development.

J. Building over Town Right-of-way

A property owner abutting SW 30th Avenue may enter into a lease agreement with the Town Commission to allow for the ability to develop on the air rights of SW 30th Avenue.

Setback requirements shall be waived for structure within the air rights of SW 30th Avenue.

Other than structural supports for the structure above SW 30th Avenue, the air rights of the first 30 feet from ground level shall remain open to allow for natural light, ventilation, landscape and the service of utilities.

K. Design Standards

The following design standards shall apply to all new developments in the MXE Mixed Use-Entertainment District.

1. Landscape and Pedestrian zone 1. Landscape and pedestrian zone 1 is intended to be flexible space to allow a mix of on-street parking, landscape, street furniture including seating, artwork and fountains, and/or expanded pedestrian walkways. The development is encouraged to be creative with the public space immediately fronting the development.
2. Landscape and Pedestrian zone 2. Landscape and pedestrian zone 2 is intended to create an expanded pedestrian walkway area with grade level landscape. Planter boxes are prohibited. The development is encouraged to be creative with the public space immediately fronting the development.
3. Active uses on ground level. Activation of the ground level is required. The development must adequately provide active uses on the ground level. Activation methods include retail, restaurants, hotel lobbies, residential lobbies, public or private fitness centers or similar uses. 70% of the ground level facade must include clear glass unless waived by Town Commission.

4. Upper-level and rooftop decks/Coordination with abutting properties. Upper-level and rooftop decks are encouraged. Upper-level and rooftop decks should include indoor and outdoor commercial uses and be open to the public. Upper-level decks should be coordinated between abutting properties. Upper-level decks must connect when abutting or be connected with skywalks or other creative connections. The Town may require cross access easements to upper-level decks to implement the goals and visions of the Town.
5. Vehicle openings. Ground level openings for structured parking and back of house shall be the minimum width practicable. The ground level opening for structured parking and back of house should be shared to avoid conflicts with the active pedestrian areas.
6. Back of house/Loading/Refuse. The back of house for all buildings must be screened from view from the public right-of-way (SW 30th Avenue). The back of house should be screened by a wall or active ground floor use. Dumpster and loading areas shall not be seen from the public right-of-way.
7. Screening of structured parking. On the ground level, the structured parking (except for the opening) must be screened from the view from the public right-of-way (SW 30th Avenue). Screening of structured parking may include active uses, residential liner units and green walls.

Above the ground level, the structured parking shall be screened along the east and west facades. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.

For properties fronting Pembroke Road and Hallandale Beach Boulevard, structured parking shall be screened from all rights-of-way. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.

8. Bicycle parking. Ground level public bicycle parking shall be provided in a location agreed to by the development and the Town. Bicycle parking may be located in the landscape/on-street parking area opposite the development or within landscape and pedestrian zone 1 and zone 2 per exhibits G.1.a and G.1.b or within private property via an easement.

A development shall also provide bicycle parking or bicycle storage for customers, employees and/or residents. The amount of bicycle storage shall be agreed to by the Town and development prior to site plan approval.

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED “ZONING;” CREATING DIVISION 5.8, TO BE ENTITLED “MXE - MIXED-USE ENTERTAINMENT DISTRICT;” PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, the Town Commission seeks to establish a mixed-use entertainment district in the Town; and

WHEREAS, the Town’s Planning and Zoning Board recommended approval of this ordinance at its January 5, 2023 meeting; and

WHEREAS, the general purpose and intent of this ordinance is to provide proper zoning regulations in the best interest of the health, safety, welfare, and aesthetics of the community and the proper administration of its government; and

WHEREAS, the specific purpose and intent of this ordinance is to create a mixed-use entertainment district to revitalize an underutilized corridor by providing commercial, restaurant, various entertainment, hotel, office, and residential uses; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

WHEREAS, the Town Commission finds it to be in the best interests of the citizens and residents of the Town to establish a mixed-use entertainment district in the Town to provide for future development.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1: That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: Chapter 28 entitled “Zoning” of the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended, by creating a new division, Division 5.8 entitled “MXE Mixed-Use Entertainment District” to read as follows:

Chapter 28

ZONING

Article III. DISTRICT REGULATIONS

Division 5.8 – MXE MIXED-USE ENTERTAINMENT DISTRICT

Sec. 28-209 Intent

A. Purpose

The MXE mixed use entertainment district is designed to encourage the redevelopment of SW 30th Avenue into an active entertainment district with a mix of uses including commercial, restaurant, various entertainment, hotel, office and residential. The purpose of the district standards is to stimulate economic revitalization, create a pedestrian-friendly environment and promote mixed-use developments along the corridor.

B. Permitted Uses

1. The following uses are permitted in the MXE Mixed Use Entertainment District:

- a) Accommodation uses including hotel, condominium hotel, extended stay hotel.
- b) Commercial Recreation uses including indoor and outdoor commercial recreation facilities which are open to the public or require membership.
- c) Entertainment uses including theater, entertainment venue, convention center, hall-for-hire, aquarium, nightclub, bar, tavern, billiard room, museum, exhibition space.
- d) Retail uses including antiques, clothing, convenience market, florist, gift, greeting cards, grocery, jewelry, leather goods, newsstand, notions, pharmacy, souvenir, sporting goods, stationery and books and sundry.
- e) Restaurant uses including bakery, delicatessen and ice cream parlor.
- f) Office uses including general office, medical office, banks and financial institutions.
- g) Multi-family Residential uses as specified in Sec. 28-209.C Specific Use Regulations

2. Existing Uses

Existing non-conforming uses are permitted to remain pursuant to Article V.-Non-Conforming Uses of the Town Zoning Code.

C. Specific Use Regulations

- 1. All Residential units are subject to the following regulations:
 - a. Allocation of Units. Allocation of flex/redevelopment units are granted by the Town Commission and are subject to the availability of Flex/Redevelopment Units.
 - b. Affordable Housing. A minimum of 15% of units allocated to a project must be affordable as defined by the Town and Broward County. A project is encouraged to propose affordable housing units consistent with Policies 2.16.3 and 2.16.4 of Broward County Land Use Plan. Affordable housing units must be deed restricted for a minimum period of 30 years. The recorded deed restriction shall be provided to the Town prior to the issuance of a building permit for the development

The Town Commission may approve a fee in lieu providing affordable housing. The Town Commission will establish the fee. The fee cannot be lower than the fee established in Policies 2.16.3 and 2.16.4. The town may apply to various Town affordable housing strategies including:

- i. Programs to facilitate the purchase or renting of new or existing affordable housing stock.
- ii. Programs to facilitate the maintenance of the existing supply of affordable housing.

- iii. Other programs or initiatives designed by the Town to address specific affordable housing market needs, including strategies to reduce the cost of housing production, promote affordable housing development, prevent displacement, and promote transit amongst low-income populations.
- c. Density. The permitted density in the MXE district is 50 dwelling units per net acre.
- d. Density Bonus Options. A development may request a density bonus based on the following criteria. A development cannot exceed a maximum of 100 units per acre including the density bonus.
 - i. 50 units/acre. Development which is designated LEED Silver, Gold or Platinum or the equivalent for Florida Green Building Coalition standard or other sustainable development equivalent approved by the Town Commission
 - ii. 25 units/acre. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000, whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art shall be approval from the City Commission.
 - iii. 25 units/acre. Properties that provide upper-level pedestrian connection between abutting properties. The pedestrian connection shall be a minimum 10-foot-wide and must be ADA compatible.
 - iv. 25 units/acre. Structured Parking to accommodate 100% of the proposed parking.

D. Uses Not Permitted

The following uses are prohibited including:

Single family and duplex residential. Townhomes-unless integrated into a development as liner residential to screen structured parking.

Vehicle and marine oriented uses including sales, parts, repair. Service and gasoline stations.

Drive-thru facilities including, restaurant, pharmacy, bank, atm.

Places of worship.

Industrial uses including warehouse manufacturing and self-storage facilities

E. Height Restrictions

- 1. The maximum height of any structure shall be 150 feet.

2. A height bonus option may be granted by the Town Commission to a maximum height of 200 feet if the development provides one of the following options if the option was not used for a density bonus.
 - a. Structured Parking to accommodate 100% of the proposed parking.
 - b. 5% of the provided parking is reserved for electric vehicle charging stations.
 - c. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000, whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art must be accepted and approved by the Town Commission.

All structure heights above 100 feet are subject to a determination of no hazard from the Federal Aviation Administration (FAA).

F. Size of Plot and Floor Area

There is no minimum lot size or floor area.

G. Setbacks

1. The setback for all street front and street side yards shall be in compliance with the SW 30th road profiles established in Exhibit G.1.a and Exhibit G.1.b. Additional right-of-way necessary to complete the SW 30th Avenue Road profile may be granted in the form of an easement.

Exhibit G.1.a SW 30th Road Profile abutting Interstate-95

SW 30TH AVE ABUTTING 1-95

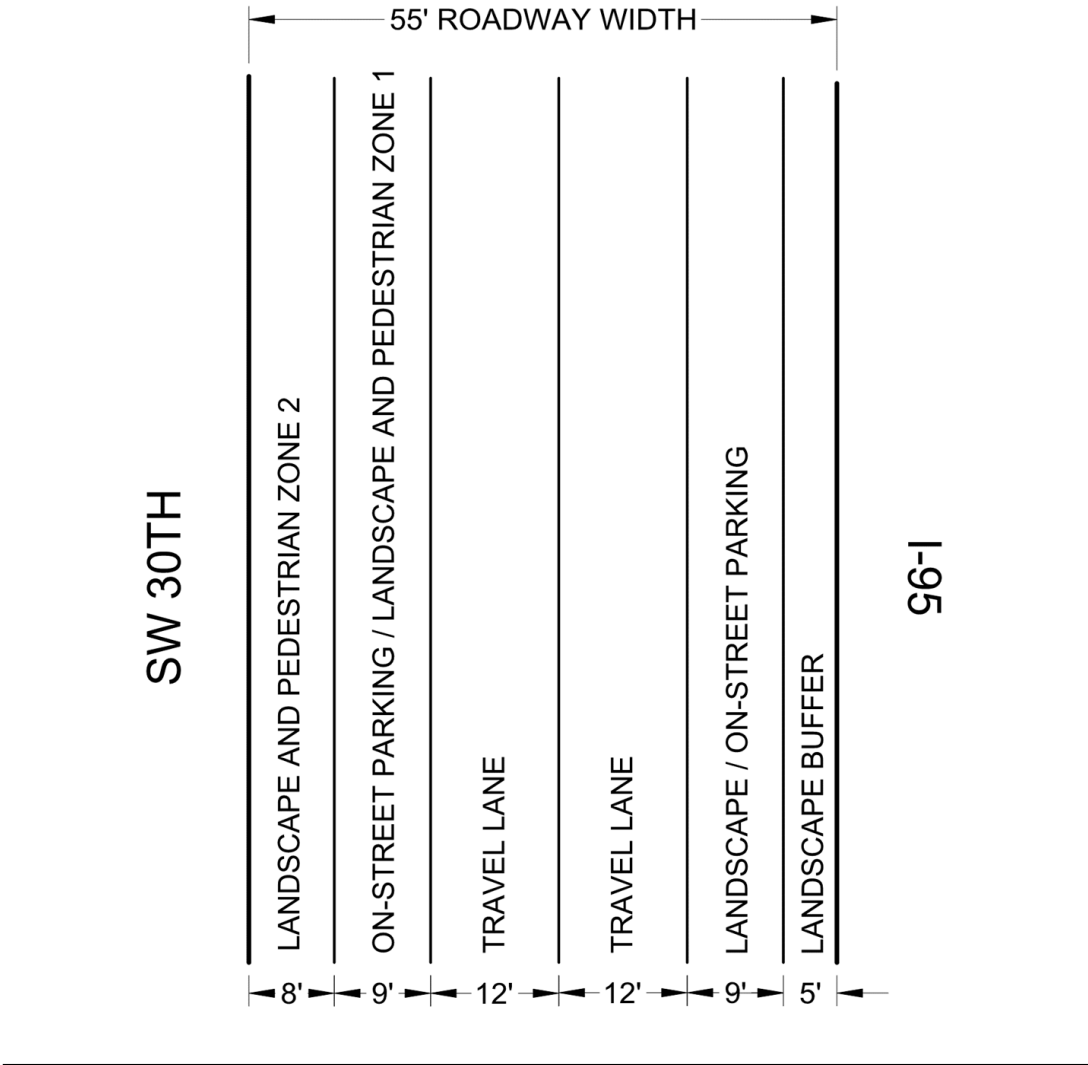
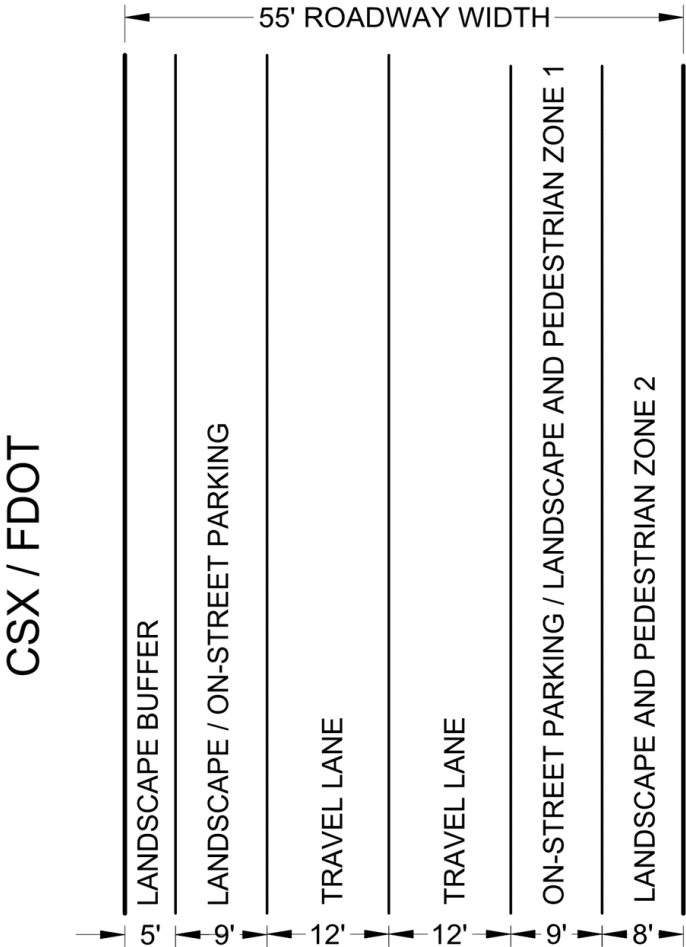


Exhibit G.1.b SW 30th Avenue Road Profile Not Abutting Interstate-95

SW 30TH AVE NOT ABUTTING 1-95



NOTE: WEST LANDSCAPE BUFFER & ON-STREET PARKING MAY BE
LOCATED ON CSX/FDOT PROPERTY BY APPROVED EASEMENT

The Town Commission may modify the dimensions and requirements for Landscape/Pedestrian Zones 1 and 2 if determined to be in the best interest of the Town as part of the site plan approval process.

2. All remaining setbacks are zero.

H. Off-Street Parking

All developments are required to provide off-street parking in accordance with Sec. 28-301. A development is encouraged seek a parking reduction utilizing approved parking reduction and or demand study methods from Institute of Traffic Engineers (ITE), Urban Land Institute (ULI), American Planning Association (APA) or other organization accepted by the Town Commission.

I. On-Street Parking

On-street parking shall be provided pursuant to the roadway profile in Exhibits G.1.a and G.1.b. It will be the responsibility of the abutting property owner to provide the on-street parking. On-street parking shall be applied to off-street parking requirements for the development.

J. Building over Town Right-of-way

A property owner abutting SW 30th Avenue may enter into a lease agreement with the Town Commission to allow for the ability to develop on the air rights of SW 30th Avenue.

Setback requirements shall be waived for structure within the air rights of SW 30th Avenue.

Other than structural supports for the structure above SW 30th Avenue, the air rights of the first 30 feet from ground level shall remain open to allow for natural light, ventilation, landscape and the service of utilities.

K. Design Standards

The following design standards shall apply to all new developments in the MXE Mixed Use-Entertainment District.

1. Landscape and Pedestrian zone 1. Landscape and pedestrian zone 1 is intended to be flexible space to allow a mix of on-street parking, landscape, street furniture including seating, artwork and fountains, and/or expanded pedestrian walkways. The development is encouraged to be creative with the public space immediately fronting the development.
2. Landscape and Pedestrian zone 2. Landscape and pedestrian zone 2 is intended to create an expanded pedestrian walkway area with grade level landscape. Planter boxes are prohibited. The development is encouraged to be creative with the public space immediately fronting the development.
3. Active uses on ground level. Activation of the ground level is required. The development must adequately provide active uses on the ground level. Activation methods include

- retail, restaurants, hotel lobbies, residential lobbies, public or private fitness centers or similar uses. 70% of the ground level facade must include clear glass unless waived by Town Commission.
4. Upper-level and rooftop decks/Coordination with abutting properties. Upper-level and rooftop decks are encouraged. Upper-level and rooftop decks should include indoor and outdoor commercial uses and be open to the public. Upper-level decks should be coordinated between abutting properties. Upper-level decks must connect when abutting or be connected with skywalks or other creative connections. The Town may require cross access easements to upper-level decks to implement the goals and visions of the Town.
 5. Vehicle openings. Ground level openings for structured parking and back of house shall be the minimum width practicable. The ground level opening for structured parking and back of house should be shared to avoid conflicts with the active pedestrian areas.
 6. Back of house/Loading/Refuse. The back of house for all buildings must be screened from view from the public right-of-way (SW 30th Avenue). The back of house should be screened by a wall or active ground floor use. Dumpster and loading areas shall not be seen from the public right-of-way.
 7. Screening of structured parking. On the ground level, the structured parking (except for the opening) must be screened from the view from the public right-of-way (SW 30th Avenue). Screening of structured parking may include active uses, residential liner units and green walls.
Above the ground level, the structured parking shall be screened along the east and west facades. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.
For properties fronting Pembroke Road and Hallandale Beach Boulevard, structured parking shall be screened from all rights-of-way. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.
 8. Bicycle parking. Ground level public bicycle parking shall be provided in a location agreed to by the development and the Town. Bicycle parking may be located in the landscape/on-street parking area opposite the development or within landscape and pedestrian zone 1 and zone 2 per exhibits G.1.a and G.1.b or within private property via an easement.
A development shall also provide bicycle parking or bicycle storage for customers, employees and/or residents. The amount of bicycle storage shall be agreed to by the Town and development prior to site plan approval.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions in this ordinance shall become and be made a part of the Code of Ordinances of the town of Pembroke Park, Florida, and 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 5: If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

Section 6: This ordinance shall become effective immediately upon its passage and adoption.

**THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK**

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Jacob G. Horowitz
Interim Town Attorney

VOTE

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

WILLIAM R. HODGKINS _____

CODE: ~~Strikethrough~~ indicates deletion. Underline indicates additions.

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor and Town Commission

THRU: Miguel Nunez, Building Official

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner

MEETING DATE: WORKSHOP January 25, 2023

SUBJECT: SW 30th Avenue (between Pembroke Road and Hallandale Beach Boulevard)
22-CP-03 Town only Land Use Plan Amendment (LUPA) from Industrial to Commercial
22-RZ-01 Text Amendment Mixed Use-Entertainment District (MXE)
22-RZ-04 Rezone from B-1 and M-1 to MXE

APPLICANT: Town of Pembroke Park

PROJECT BACKGROUND

The Town has received interest from property owners along SW 30th Avenue to redevelop their property in a manner that is not consistent with the current M-1 zoning district and Town's Industrial land use. In multiple meetings with Town staff, it was recommended to make a presentation to the Town Commission to discuss the potential to redevelop SW 30th into mixed use-entertainment district and receive direction from the Town Commission on moving forward. Town staff made presentations to the Town Commission at the September 28, 2022, Commission Workshop and at the October 15, 2022, Special Commission Meeting. Staff had also made a presentation to the Planning and Zoning Board on October 6, 2022. All presentations were received positively.

In order to create a mixed use-entertainment district for SW 30th Avenue, multiple applications are needed to be processed through the Town. The first application would be to change the land use from Industrial to Commercial. The industrial land use does not allow the uses for a mixed-use entertainment district. This Land Use Plan Amendment is a Town only application. Several years ago, Broward County collapsed many of their land uses (commercial, industrial and employment center) into one category called “commerce”. The county land use plan, which the Town is required to be consistent with, already allows the uses proposed in the mixed use-entertainment district.

The second application is to create the mixed use-entertainment district. The Town will be creating a new zoning district specifically for the redevelopment of SW 30th Avenue which will allow for a mix of uses with an emphasis on entertainment.

The third and final application is to rezone all of the properties along SW 30th Avenue to the new mixed use-entertainment district.

PROJECT ANALYSIS

SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports, and urban centers. SW 30th Avenue quick and easy access to and from the interstate. The location appears ideal for providing lodging, entertainment and residential for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated by the railway from the quieter sections of the Town.

The LUPA application essentially changes the land use from industrial to commercial to allow for the mixed-use entertainment uses.

The text amendment creates the new mixed-use entertainment MXE zoning district. Highlights within new zoning district include:

- Specific permitted uses which allow for commercial, residential, entertainment and commercial recreation uses all with one area.
- Reduced setbacks to allow for intense development.
- Height allowance to 150 feet and a bonus height of an additional 50 feet if the development meets certain criteria.
- A requirement to provide a minimum of 15% of the units as affordable housing.
- A density allowance of 50 units per acre and a density bonus program to allow up to an additional 50 units per acre if the development meets certain criteria and subject to the allocation of the units by the Town Commission.
- A roadway exhibit which allows for pedestrian and landscape zones and on-street parking.
- The option to build over SW 30th Avenue. The lease agreement is subject to approval by the Town Commission.
- Design standards to ensure proper design which include activating the ground level of the development, screening the loading and dumpster area, screening of the structured parking from public rights-of-way, encouraging of upper-level and rooftop decks for additional pedestrian activity and bicycle parking.

The rezoning application will rezone all properties along SW 30th Avenue including the properties at the corners of Hallandale Beach Boulevard and Pembroke Road and SW 30th Avenue. One parcel is zoned B-1 while the remainder of the properties are zoned M-1. All will be rezoned to MXE.

RECOMMENDATION

The Town Planner recommends approval of all three applications. On January 5, 2023, the Planning and Zoning Board unanimously approved all three applications. Although this staff report covers three (3) separate applications, each application must be voted on separately.

ATTACHMENTS

Town LUPA Application

Mixed Use-Entertainment District Text

Town Rezoning Application & Legal Description



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

3150 SW 52nd Avenue Pembroke Park, Florida 33023
954.966.4600
www.tppfl.gov

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
SW30th Ave Mixed Use Entertainment District		Zoning Amendment	
Owner		Parcel (ID Number)	
Town of Pembroke Park Initiated		Multiple Parcel Numbers - See Attached	
Address		Parcel Size (Acres)	
3150 SW 52nd Ave. Pembroke Park, FL 33023		16.6	
Scope of Work Description			
Rezone SW 30th Avenue (between Pembroke Road and Hallandale Beach Blvd.) from B-1 and M-1 to MXE District			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Michael Vonder Meulen, AICP			
Company/Firm: KEITH			
Address: 301 E Atlantic Blvd			
City/State/Zip: Pompano Beach FL 33060			
Phone: 954-788-3400		Email: MVonderMeulen@keithteam.com	
Signature:		Date: 12/08/2022	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed Name of Property Owner: Town of Pembroke Park Initiated			
Signature of Property Owner:		Date: 1/18/19	
State of <u>FLORIDA</u> County of <u>BROWARD</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this <u>18</u> day of <u>JANUARY</u> , 202 <u>3</u> , by <u>Mike Vonder Meulen</u> (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature		My Commission Expires:	
TOWN USE ONLY			
Submittal Date:		Project Number: <u>22-RZ-04</u>	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22

Rezoning Legal Description

That portion of Sections 21 and 28, Township 51 South, Range 42 East, lying westerly of I-95 (SR 9) as shown on Right of Way Map 8607-201, as recorded in Right of Way Map Book 3, Page 18, Broward County Records, lying southerly of the south line of Parcel A, Timely Property Inc Plat, as recorded in Plat Book 162, Page 27, Broward County Records, and lying southerly of the north line of Meekins Addition Number 1, as recorded in Plat Book 26, Page 5, Broward County Records.

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED “ZONING;” PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN’S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) seeks to rezone the approximately 16.56 acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit “A” (the “Property”) from B-1 (Business District) and M-1 (Industrial District) to MXE (Mixed Use Entertainment District) to provide for future development; and

WHEREAS, the Town’s professional staff and consultants have reviewed the proposed zoning request and confirmed that it meets minimum sufficiency requirements for consideration by the Town Commission; and

WHEREAS, the Town’s Local Planning Agency recommended approval of this proposed rezoning ordinance at its January 5, 2023 meeting; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

WHEREAS, after said hearing, the Town Commission deems it to be in the best interests of the citizens and residents of the Town that the Property be rezoned from B-1 (Business

District) and M-1 (Industrial District) to MXE (Mixed Use Entertainment District).

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF
THE TOWN OF PEMBROKE PARK, FLORIDA:**

Section 1: That each of the above stated recitals is hereby adopted and confirmed.
All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: That the approximately 16.56 acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit “A” is hereby rezoned from B-1 (Business District) and M-1 (Industrial District) to MXE (Mixed Use Entertainment District).

Section 3: The amendment set forth in Section 2 hereof shall be entered in the official zoning map of the Town of Pembroke Park by the Town’s professional staff, subsequent to the effective date of this Ordinance and satisfaction of any other necessary conditions.

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

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

Section 6: This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

WILLIAM R. HODGKINS _____

AGENDA ITEM REPORT



To:

Subject: Copier purchase for Accreditation efforts. Our Accreditation Grant covers the copier.

Meeting: PUBLIC NOTICE REGULAR COMMISSION MEETING ON MARCH 8, 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

The police department will have to meet or exceed more than 280 state standards to achieve accredited status. The copier is critical to meeting this goal.

FINANCIAL IMPACT:

\$8000.00

RECOMMENDATION:

Staff Recommends purchase of the copier as we prepare for Accreditation through the Commission for Florida Accreditation.

ATTACHMENTS:

[AquisitionAgreement-Town of Pembroke Park PD 10-21-2022](#)

[Sourcewell Price Catalog 4 21 2022](#)



990 Old Dixie Hwy. Suite # 2, Lake Park, Fla. 33403-2523 (561) 863-0044 Fax (561) 863-0118

AGREEMENT OF EQUIPMENT ACQUISITION

Source One Solutions, Inc. agrees to sell, and the Buyer agrees to acquire, the equipment or goods described herein, under the below initialed payment or lease plan.

PURCHASE:	PO#	LEASE:	TERMS:
Buyers Initials	Lessee Initials	(Lease application Attached)	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	BP-70C36 Color Copy System		\$ 5337.00
1	BP-FN11 Internal Stapler		\$ 693.00
1	MX-PN14B 3-hole punch		\$ 367.00
1	BP-DE14 Stand with 3 additional paper sources		\$ 630.00
1	BP-TR12 Right side exit (or fax separation)		\$ 80.00
1	BP-FX11 Fax unit		\$ 477.00
1	Extended training/Network		\$ 300.00

Source Well Contract # 030321-SEC
Valid thru 4-19-2025
Equipment noted on page 17
Purchase order number required

Sub-Total	\$ 7884.00
Installation: Freight In and Install	Included
TOTAL	\$7884.00

No conditions or terms, expressed or implied are authorized unless they are accepted by an Officer of Source One Solutions, Inc., and signed by the Customer on the "original" of this Equipment Acquisition Agreement.

Customer Acceptance

Trade References

Authorized Signature:	Bank:	Contact:
Printed Signature:	Trade Ref. 1:	Contact:
Legal Customer Name: Town Of Pembroke Park Police Dept	Trade Ref. 2:	Contact:
Date: Phone: (754) 232-1613	SOS, Inc. Representative:	
Customer Address: 3150 SW 52nd Ave	SOS, Inc. Officer:	
City: Pembroke Park State: FL Zip: 33023	Date:	Branch:

" THANK YOU FOR PLACING YOUR TRUST IN SOURCE ONE SOLUTIONS "



TERMS AND CONDITIONS OF EQUIPMENT ACQUISITION

- 1) This agreement is subject to the acceptance by an officer of Palm Beach Business Systems, Inc. dba: Source One Solutions Inc., before any conditions, expressed or implied are subject to guarantees or warranties.
- 2) This contract shall be constructed and governed according to the laws of the State of Florida.
- 3) This contract constitutes the entire acquisition agreement between the "seller" (Source One Solutions Inc.) and the "buyer" as listed under the "Customer Acceptance" section and may not be modified or terminated except in writing by an authorized individual of Source One Solutions, Inc.
- 4) Title to the equipment or goods listed on the forefront does not pass to the "Buyer" until such equipment or goods and paid in full. Invoices that are overdue or unpaid, the Customer agrees to pay collection cost associated with collection of invoices due at the collection rate of 20%, including any attorney's fee that may be involved.
- 5) The "buyer" acknowledges that he or she has read this agreement in full and understands and agrees to be bound by the terms and conditions within. The "Buyer" further acknowledges that this is the complete, exclusive agreement between both parties, and this "agreement" supersedes any and all oral or written proposals and other means of communications between both parties. No change or alteration to this agreement or the terms or amendment to the terms or conditions within are effective or authorized unless they have been agreed to in writing by both parties, including but not limited to an Officer of Source One Solutions, Inc.
- 6) All goods or claims for goods that are delayed in delivery shall be waived unless made in writing delivered to Source One Solutions, Inc., within 10 days after receipt of goods by "buyer".
- 7) Source One Solutions of North Florida, Inc. warrants all equipment and goods for 30 days from the date of installation against defects in material or workmanship and warrant those products to perform as designed for specific purposes. This warranty does not extend to any equipment or goods that have been subject to misuse, neglect, or accident whether acts of nature or acts of vandalism including faulty construction, air conditioner faults, or electrical wiring faults, nor does the warranty extend itself to any buyer or equipment that utilizes supply items other than those provided inclusive or thru subsequent sales from Source One Solutions, Inc.,
- 8) Source One Solutions, Inc., reserves the right, without reason whatsoever to revoke credit extended to a buyer at any time.
- 9) Buyer agrees to pay Source One Solutions, Inc., any applicable taxes which are levied on a State, Local, or Federal level as the result of the sales, possession, or use of the equipment and goods as listed on the forefront.
- 10) This agreement constitutes an agreement between "buyer" and a "Source One Solutions" company, which consist of Source One Technology Solutions, Source One Solutions, Inc., Source One Solutions of North Florida, Inc., and the Affiliate company Palm Beach Business Systems, Inc.



ONE STOP SHOPPING FOR YOUR OFFICE TECHNOLOGY NEEDS

Complete line of MFPs, Professional Displays and Accessories



**Contract Now
Includes New
Color
Copiers**



Awarded Contract

Contract # 030321-SEC

**Contract #030321-SEC
7/01/2021 – 4/19/2025**



Sourcewell

Multi-Function Copiers, Printers and Equipment

Contract # 030321-SEC

Table of Contents

<u>Section</u>	<u>Page Number</u>
Sourcewell Terms and Conditions & Order Process	1 - 4
Sourcewell Sharp Contract Purchase Order	5
Copier / Printers Product Pricing	
Color Multifunction Copiers & Printers	6 - 39
B&W Multifunction Copiers & Printers	40 - 78
Desktop Printers	79 - 95
Copier Supply Pricing	96 - 98
Managed Print Services Pricing	99 - 102
Synappx™ Platform	103 - 105
Professional Display Products	
Flat Panel Large Format LCD Monitors	106 - 115
LivMote	
Non-Contact Infrared Thermometer	116 - 118
Professional Services - System Integration	119
Environmental Conservation	120
Heightened Security	121

Sharp's awarded Sourcewell Contract for Multifunction Copiers, Printers & Equipment enables our authorized MFP Dealers and direct sales offices, Sharp Business Systems, the ability to offer technology solutions to Sourcewell Members. This overview provides a summary and outline of the essential contract functions and various roles and responsibilities.

I) CONTRACT OVERVIEW

A. CONTRACT NUMBER

030321-SEC

B. CONTRACT TERM

7/01/21 – 4/19/25

C. GUARANTEED DELIVERY

1. 14 Business Days ARO
2. FOB Destination within 25 miles of Authorized Dealer or SBS location

D. ORDERING ADDRESS

SHARP ELECTRONICS CORPORATION
c/o Local Authorized Dealer OR
Sharp Business Systems (Insert Name)
100 Paragon Drive, Box Q
Montvale, NJ 07645

Contact:

snapcustomerservice@sharpsec.com

II) CONTRACT SCOPE

A. USAGE & TERM

This contract may be used by any Sourcewell Member. Membership is open to State Governments & Political Subdivisions; Non-profit/tax-exempt Schools, Colleges and Universities; Non-profit/tax-exempt Hospitals and other Non-profit/tax-exempt Organizations.

[Click here to become a member](#)

B. AWARDED PRODUCT OFFERINGS

1. Multifunction Copiers and Printers
2. AQUOS BOARD Interactive and Professional Displays
3. Customized Software Solutions

C. ANCILLARY PRODUCT OFFERINGS

Related ancillary products such as software solutions, vend equipment, card readers, etc. which will enhance the overall customized solution may be acquired under the Sourcewell contract. Allowance for ancillary products is ultimately the ordering member's decision and should comply with ordering member's policies. Ancillary products may not exceed 25% of total order value.

III) CONTRACT PRICING

A. EQUIPMENT

The basis for Sourcewell pricing is calculated on a percentage discount from Manufacturer Suggested Retail Price. Mainframe & Accessory discounts may differ.

SHIPPING CHARGES

All deliveries are F.O.B. destination as freight and handling charges are calculated into the pricing schedules. Portions of an order shipped due to back-orders are shipped at no charge.

B. PRICING

CEILING PRICING – The contract award is based upon ceiling pricing which may not be exceeded.

C. START-UP SUPPLIES

Start-up Supplies are NOT included. Installing local authorized dealer or Sharp SBS may charge for start-up supplies.

IV) ACQUISITION METHODS**A. PURCHASE****B. FINANCING OPTIONS**

Financing options may be offered directly by Sharp authorized dealers or SBS locations. Specific terms should be reviewed and approved by the Sourcewell member.

V) ORDER DOCUMENTATION**A. DOCUMENTATION****PURCHASE ORDER REQUIREMENT**

Purchase Orders must contain the following:

- Dealer (or SBS Branch) Name, Address, Email & Phone
- End User Name, Address, Contact, Email & Phone
- Itemized list of equipment and accessories with Contract Pricing
- Signed Lease Agreement, if applicable
- Tax-Exempt form where applicable

FINANCING OPTION

In addition to the requirements above, additional terms and conditions related to the agreed upon financing must be

incorporated into the Purchase Order OR a signed finance document must accompany the Purchase Order.

B. PAYMENT TERMS

Payment terms: Net 30 days

VI) DELIVERY, INSTALLATION, MOVES**DELIVERY**

Sourcewell member will confirm delivery, installation and acceptance of all products covered by each order, by signing a Delivery and Acceptance Certificate (D&A) which shows acceptance of the product(s) and allows local authorized dealer or SBS location to invoice for the product(s).

INSTALLATION

Purchase price includes standard installation within 25 mile radius of Authorized Dealer or Branch Location.

EXCESSIVE INSTALLATION

Installing local authorized dealer or SBS location may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Sourcewell member prior to the signature of any Order and shall be based on the actual expenditures.

NETWORK INSTALLATION

Network installation includes configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per device. Requests for network installation on additional devices will be negotiated between the Sourcewell member and the servicing local authorized dealer or SBS location.

EQUIPMENT MOVES

Cost for equipment moves is dependent upon the distance of the move and the size of unit. One move (per life of installation) within the same building is provided at no charge. All other equipment moves will be negotiated and a cost estimate will be provided to the requesting Sourcewell member.

CUSTOMER TRAINING

Local authorized dealer or SBS location will provide 2-4 hours on-site initial training, depending on model and number of key operator participants. Additional training will be negotiated, and a cost estimate will be provided to the requesting Sourcewell member.

The 3-Year Performance Guarantee begins at the date of installation. All equipment must be maintained under a full Service Maintenance Agreement with a Sharp Authorized Dealer or SBS location, and operated using only genuine Sharp supplies and parts.

This guarantee applies to all products procured through and billed under the Sourcewell contract and is not applicable to equipment that has been damaged by accident or misuse, including improper voltage. If it is determined that the equipment was maintained using other than genuine Sharp supplies and parts, the 3-Year Performance Guarantee will no longer be valid.

VII) SERVICE PROVISIONS

A. WARRANTIES & DOWNTIME

WARRANTY

Standard warranty is 90-days for all products offered, beginning with the date of acceptance of delivery. In addition, Sharp provides a Three Year Performance Guarantee for all orders placed under Sourcewell Contract 030321-SEC.

REPLACEMENT OF EQUIPMENT

If the MFP is not performing within the machine's design specifications and cannot be repaired by the Authorized Sharp Dealer and Sharp Service Technician, Sharp will replace the equipment with a like model with comparable features at no additional cost per the terms of the Three Year Performance Guarantee.

LOANERS

If any Device is inoperable for more than (8) hours due to equipment malfunction, a Service Technician will determine if a Service Loaner is necessary. If required, a loaner device of similar speed and capabilities will be provided within (2) Business Days by the local authorized dealer or SBS location until such time as the inoperable device is operable.

B. SERVICE ZONES

STANDARD URBAN SERVICE

Service rates are calculated based on service zones. Standard Urban Service applies to units located within 25 miles from a service provider.

RURAL SERVICE

For units located 25 miles+ from a service provider, additional rates may apply.

VIII) SERVICE BILLING OPTIONS & METER COLLECTION

PURCHASED / FINANCED EQUIPMENT

Sourcwell service and supply pricing includes all parts, labor and consumables, except staples and paper.

Sourcwell Members may source a customized service contract directly from the installing Authorized Sharp Dealer or SBS Branch Location.

SERVICE ESCALATION

Annual maintenance agreement pricing may be increased up to 5% by the servicing Sharp Dealer or SBS Branch. This price adjustment will be based upon market conditions, age of equipment and potential price increases of parts and supplies.

METER COLLECTION

Meter read collection instructions will be presented during the installation / training process.

IX) END OF TERM RELATED ISSUES

SECURITY/END OF LIFE

Sharp's End-Of-Lease feature is standard on all advanced series MFPs. This feature ensures that all data is overwritten before returning, or relinquishing control of the MFP. After the erasing process is completed, the MFP will be rebooted automatically and a completion report can be printed.

HARD DRIVE REMOVAL / REPLACEMENT

As directed, the authorized servicing dealer or SBS location will remove the hard drive upon written direction from the Sourcwell member.

The hard drive will be provided to the Sourcwell member for their disposal. The cost of hard drive removal and replacement is \$350 per device.

X) CONTRACT DOCUMENTATION

Contract information is provided on [Sharp's customized Sourcwell website](#).

CONTRACT QUESTIONS AND PRICING:

[Government and Major Account Manager Listing](#)



Selling Dealer Information		Customer Information	
Dealership		Account Name	
Account #		Member ID	(Required)
		Member ID Lookup	Sourcewell Vendor Portal
Address		Contact	
City, State Zip		Delivery Address	
Phone		City State Zip	
Email		Phone	
		Email	

Purchase Order Information

Dealer PO # _____ Customer PO # (if applicable) _____

[illegible]

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

End User PO Attached ☐ YES ☐ NO

(Customer signature required if PO isn't attached)

Dealer Printed Name	Customer Printed Name
Dealer Signature & Date	Customer Signature & Date

ADDITIONAL INFORMATION

Payment (please select ONE)

- ☐ Bill End User
- ☐ Bill Dealer
- ☐ Financed Order

Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

Dealer Ship To Information (specify if different from above)

Ship to Dealer _____ City _____ State _____
 Acct # _____

Send PO to: SNAPCustomerService@sharpsec.com

Order Status:

For Order Information, visit: <https://b2b.sharpamericas.com>
Tech Data Inquiries, email: ISCS.Sharp@techdata.com

(EMAIL MUST INCLUDE SHARPLORD NUMBER)

All Other Inquiries: (incl RAs and reships)

SNAPCustomerService@sharpsec.com



SHARP®

Color Multifunction Copiers & Printers



MX-C303WH /MX-C304WH Desktop Color Document Systems

The MX-C303WH Essentials Series and MX-C304WH Advanced Series desktop color document systems deliver crisp, high-quality output with exceptional ease of use. These multifunction printers (MFPs) provide customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with high-performance features typically found on larger machines, the compact MX-C303WH and MX-C304WH deliver the productivity you need with the performance and reliability you want.

Sharp's award-winning touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. Sharp's MFP Voice feature, available on these models, allows you to interact with the machine with the power of natural language. In addition, these models integrate seamlessly with today's complex network environments and support popular cloud services and mobile technologies. Sharp's Application Portal will allow administrators to add new apps or update existing apps right from the MFP.

The compact MX-C303WH and MX-C304WH Desktop Color Document Systems offer a strong set of standard workflow features that are often optional on competitive models. These models are also equipped with leading-edge security features that help businesses protect their data and personal information from the first day of operation to the time of trade-in. When you are ready to trade the machine in, a convenient End-of-Lease feature can erase all data and personal information, as well as print a confirmation report.

Features at a glance

- ◆ Productive Printing and Copying 30 PPM/CPM
- ◆ Paper capacity maximum: 300 sheets (letter and legal)
 - Standard 250 sheet paper drawer and 50 sheet bypass tray
 - Optional: 600 sheet letter/statement/legal drawer
- ◆ Network ready PCL® 6 and Adobe® PostScript® 3™ printing systems deliver crisp, clear documents
- ◆ 50 Page Reversing Single Pass Document Feeder (MX-C303WH)
- ◆ 100 Page Duplexing Single Pass Document Feeder (MX-C304WH)
- ◆ Built-in Optical Character Recognition (OCR) function can convert scanned documents to text-searchable PDF format, Microsoft® Office file formats and more (standard on MX-C304WH)
- ◆ Access popular cloud services, such as Microsoft® OneDrive™ for Business, SharePoint® Online, Box.com, Google Drive™, Dropbox and more with Sharp's Cloud Connect feature (standard on MX-C304WH). And with Sharp's Application Portal, administrators can add or update apps right from the MFP.
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction powered by Amazon Alexa. (optional hardware required)
- ◆ Compact PDF feature dramatically reduces the file size of most color scanned documents, resulting in decreased network traffic and more efficient use of disk and cloud storage (standard on MX-C304WH)
- ◆ Award-winning 7" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ 500 GB hard drive supports convenient Document Filing System with image preview
- ◆ Direct print Microsoft Word, Powerpoint® and Excel® files from thumb drives, cloud applications, network folders and more. This function is enabled via Qualcomm® DirectOffice™ technology (standard on MX-C304WH).
- ◆ High Quality 600 x 600 dpi copy and print
- ◆ Dimensions: 19 11/32" (w) x 22 3/8" (d) x 22 21/64" (h) - MX-C303WH
19 11/32" (w) x 22 3/8" (d) x 22 1/4" (h) - MX-C304WH



MX-C303WH shown with optional accessories



MX-C303WH /MX-C304WH Desktop Color Document Systems



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-C303WH	30 PPM B&W / 30 PPM Color Desktop Color Document System includes 7-inch touchscreen, wireless connectivity, multitasking controller, 500 GB HDD with document filing system, PCL®6 and Adobe® PostScript® 3™ networking printing systems, network scanning, fax, 250-sheet paper drawer and 50-sheet multi-bypass tray, 50-sheet reversing single pass feeder (RSPF) and optional Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules.	\$1,961.00
MX-C304WH	30 PPM B&W / 30 PPM Color Desktop Color Document System includes Include 7-inch touchscreen, wireless connectivity, multitasking controller, 500 GB HDD with document filing system, PCL®6 and Adobe® PostScript® 3™ networking printing systems, network scanning, fax, 250-sheet paper drawer and 50-sheet multi-bypass tray, 100-sheet duplex single pass feeder (DSPF) and standard Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules.	\$2,270.00

Options & Accessories

Tray Options

MX-CS14N	600 Sheet Paper Drawer	\$108.00
MX-DS22N	High Stand	111.00
MX-DS23N	Low Stand	71.00
MX-XB19	Anti Tip Kit (required if ordering 2 MX-CS14Ns and a MX-DS22N or 4 MX-CS14Ns and a MX-DS23N)	47.00

Security

MX-FR61U	Data Security Kit	319.00
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Sharp OSA®

MX-AMX2L	OSA Application Communication Module (standard on MX-C304WH)	174.00
MX-AMX3L	OSA External Accounting Module (standard on MX-C304WH)	94.00

Print

MX-PF10	Bar Code Font Kit	302.00
MX-PU10L	Direct Print Expansion Kit (standard on MX-C304WH)	443.00
MX-EB19L	Enhanced Compression Kit - Compact PDF - (standard on MX-C304WH)	277.00
MX-EB20L	OCR Expansion Kit (standard on MX-C304WH)	122.00

Fax

MX-FWX1L	Internet Fax Kit	265.00
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Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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MX-C303WH /MX-C304WH Desktop Color Document Systems

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXC300WTonerKit	Toner Kit - B/C/M/Y Toner (MX-C30NTB, MX-C30NTC, MX-C30NTM & MX-C30NTY)	-	-	\$209.00
MXC303WSupplyKit	Color Supply Replenishment Kit (MX-C30NTB, MX-C30NTC, MX-C30NTM, MX-C30NTY, MX-32NVB, MX-C32NVC, MX-C32NVM & MX-C32NVY)	-	-	529.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-C303WH / MX-C304WH - color	0	\$0.0610
MX-C303WH / MX-C304WH - black	0	\$0.0139

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-C303WH / MX-C304WH - color	500	\$26.55	\$0.0531	\$31.85	\$0.0637
MX-C303WH / MX-C304WH - black	1,000	\$12.10	\$0.0121	\$14.50	\$0.0145



MX-C357F Desktop Color Document System

The MX-C357F desktop color document system delivers crisp, high-quality output with exceptional ease of use. This model provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with robust technology and software typically found on larger machines, the compact MX-C357F delivers the productivity you need with the performance and reliability you want in your workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 35 ppm
- ◆ Standard copy, print, scan and fax capability right out-of-the-box
- ◆ Compact design easily fits into small offices or home workplaces in desktop or console configurations
- ◆ 50 sheet reversing single pass feeder scans at speeds up to 50 images per minute
- ◆ Offers up to five paper sources with available 1,451 sheet maximum paper capacity (letter and legal)
- ◆ 4.3" (diagonal) color touchscreen with adjustable viewing angle offers smooth, tablet-style interaction
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as envelopes through the standard paper drawer or bypass tray
- ◆ 1,200 x 1,200 dpi printing delivers crisp, clear images and text page after page
- ◆ Sharp Remote Device Manager (SRDM) allows administrators to have centralized control of the networked MFP in order to simplify installation and management
- ◆ Convenient front-facing USB port for easy direct printing of PDF files from a USB drive without having access to a PC
- ◆ Dimensions 17.4" (w) x 23.1" (d) x 18.2" (h)



MX-C357F shown with optional accessories



MX-C357F Desktop Color Document System



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-C357F	35 PPM Desktop Color Multi-Function Document System includes multitasking controller, 50-sheet RSPF, PCL 6 and PostScript® 3™ printing systems, network scanning, auto duplexing, 1 x 250-sheet paper drawer, 1-sheet bypass tray.	\$1,255.00

Options & Accessories

Tray Options

MX-CS18	550 Sheet Paper Drawer	\$163.00
MX-CS20	650 Sheet Dual Paper Feed Unit	163.00

Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-C35TB	Black Toner Cartridge Estimated 9,000 images @ 5% Image Area/Cartridge	\$80.00
MX-C35TC	Cyan Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	89.00
MX-C35TM	Magenta Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	89.00
MX-C35TY	Yellow Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	89.00
MX-C35DU-B	Black Imaging Kit (includes drum/developer) Estimated Yield - 125,000 Images/Package	186.00
MX-C35DU-S	Black and Color Imaging Kit (includes drum/developer) Estimated Yield - 125,000 Images/Package	246.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-C357F - color	0	\$0.0856
MX-C357F - black	0	\$0.0193

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-C357F - color	500	\$37.25	\$0.0745	\$44.70	\$0.0894
MX-C357F - black	500	\$8.40	\$0.0168	\$10.10	\$0.0202



BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45

Networked Digital Color Copier

Designed to fit today's diverse workstyles, the Essentials Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Available enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Essentials Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 26 / 31 / 36 / 45 PPM Black & White - 26 / 31 / 36 / 45 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Award-winning 10.1" (diagonally measured) touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 100-sheet reversing single-pass document feeder scans documents at speeds up to 80 images per minute
- ◆ Collaborate with hybrid workers using optional cloud services, such as Microsoft Teams, Google Drive™, Dropbox and others
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Optional wireless LAN supports 5GHz Wi-Fi (802.11 ac) for stable, high-speed network communication
- ◆ 1,200 x 1,200 dpi resolution delivers razor-sharp text and graphics
- ◆ With the OCR Expansion Kit, you can easily convert documents to popular Microsoft® and PDF file formats. Add options to Direct Print these same file types from thumb drives, cloud applications and more.
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Advanced Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Sharp Color Consistency System - Advanced auto-calibration helps ensure color output is always at peak performance
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



BP-50C45 shown with optional accessories



BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45

Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
BP-50C26	26 PPM Networked B&W / Color Digital Copier with multitasking 128 GB SSD with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$2,586.00
BP-50C31	31 PPM Networked B&W / Color Digital Copier with multitasking 128 GB SSD with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$3,262.00
BP-50C36	36 PPM Networked B&W / Color Digital Copier with multitasking 128 GB SSD with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$4,295.00
BP-50C45	45 PPM Networked B&W / Color Digital Copier with multitasking 128 GB SSD with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$4,557.00

Options & Accessories

Output Options (Must Choose 1)

BP-TU10	Center Exit Tray Unit	\$40.00
MX-TR20N	Job Separator (optional, for use with MX-TU10)	24.00
or		
BP-FN11	Inner Finisher	693.00
MX-PN14B	3 Hole Punch Module (for use with MX-FN11)	367.00
or		
BP-FN13	Stacking Finisher - 1,000 Sheets (requires BP-RB10 or BP-FD10)	1,252.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN15B	3 Hole Punch Module (for use with BP-FN13 or BP-FN14)	367.00
or		
BP-FN14	Saddle Stitch Finisher - 1,000 Sheets (requires BP-RB10 or BP-FD10)	1,463.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN15B	3 Hole Punch Module (for use with BP-FN13 or BP-FN14)	367.00
or		
BP-FN15	Stacking Finisher - 3,000 Sheets (requires BP-RB10 or BP-FD10)	1,463.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN16B	3 Hole Punch Module (for use with BP-FN15 or BP-FN16)	367.00
or		
BP-FN16	Saddle Stitch Finisher - 3,000 Sheets (requires BP-RB10 or BP-FD10)	2,895.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN16B	3 Hole Punch Module (for use with BP-FN15 or BP-FN16)	367.00

Page 18 of 126

Sharp Electronics is not responsible for typographical errors. Designs and specifications are subject to change without notice.

**BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45****Networked Digital Color Copier**

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
BP-70ABD	Deluxe Copier Cabinet (available Summer 2022)	\$121.00
BP-DE12	Stand with (1) x 550 Sheet Paper Drawer	386.00
BP-DE13	Stand with (2) x 550 Sheet Paper Drawers	480.00
BP-DE14	Stand with (3) x 550 Sheet Paper Drawers	630.00
BP-DE15	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	822.00
BP-LC10	Large Capacity Tray - 3,000 Sheets (requires BP-DE12, BP-DE13, BP-DE14 or BP-DE15)	687.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
BP-TR12	Right Side Exit Tray	80.00
Security		
BP-FR12UL	Data Security Kit (available Summer 2022)	293.00
BP-VD10L	Virus Detection Kit (available Summer 2022)	164.00
Print		
MX-PK13L	Adobe PS3 Expansion Kit	202.00
MX-PF10	Bar Code Font Kit	302.00
MX-PU10L	Direct Print Expansion Kit	443.00
BP-EB10	Wireless LAN Adaptor	203.00
MX-EB19L	Enhanced Compression Kit (Compact PDF)	277.00
MX-EB20L	OCR Expansion Kit	122.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Sharp OSA®		
BP-AM10L	OSA Application Communication Module	184.00
BP-AM11L	OSA External Accounting Module	104.00
Fax		
BP-FX11	Facsimile Expansion Kit	477.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
BP-SD10	High Capacity SSD 512GB	211.00
BP-UT10	Utility Table (recommended for MFP Voice function)	76.00



BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45

Networked Digital Color Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
BP50CTonerkit	Toner Kit - B/C/M/Y Toner (BP-NT70BA, BP-NT70CA, BP-NT70MA & BP-NT70YA)	-	-	\$480.50
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (BP-FN11 and BP-FN13)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (BP-FN14)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (BP-FN15 and BP-FN16)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (BP-FN16)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
BP-50C26 - color	0	\$0.0546
BP-50C26 - black	0	\$0.0091
BP-50C31 / BP-50C36 / BP-50C45 - color	0	\$0.0524
BP-50C31 / BP-50C36 / BP-50C45 - black	0	\$0.0089

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
BP-50C26 - color	1,000	\$47.40	\$0.0474	\$56.90	\$0.0569
BP-50C26 - black	2,000	\$15.80	\$0.0079	\$19.00	\$0.0095
BP-50C31 / BP-50C36 - color	1,250	\$57.00	\$0.0456	\$68.38	\$0.0547
BP-50C31 / BP-50C36 - black	2,500	\$19.25	\$0.0077	\$23.00	\$0.0092
BP-50C45 - color	2,000	\$91.20	\$0.0456	\$109.40	\$0.0547
BP-50C45 - black	4,000	\$30.80	\$0.0077	\$36.80	\$0.0092

All BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 accessories

Included

Included



BP-70C31 / BP-70C36 / BP-70C45 Networked Digital Color Copier

Designed to fit today's diverse workstyles, the Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 31 / 36 / 45 PPM Black & White - 31 / 36 / 45 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Award-winning 10.1" (diagonally measured) touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 300-sheet duplexing single-pass document feeder offers double feed detection (optional) and scans documents at speeds up to 280 images per minute
- ◆ Collaborate with hybrid workers using popular cloud services, such as Microsoft Teams, Google Drive™, Dropbox and others
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Wireless LAN supports 5GHz Wi-Fi (802.11 ac) for stable, high-speed network communication
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Advanced Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Sharp Color Consistency System - Advanced auto-calibration helps ensure color output is always at peak performance
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



BP-70C45 shown with optional accessories



BP-70C31 / BP-70C36 / BP-70C45

Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
BP-70C31	31 PPM Networked B&W / Color Digital Copier with walk-up motion sensor, wireless connectivity, multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 256 GB SSD with document filing system, PCL®6 and Adobe® PostScript® 3™ network printing systems, network scanning, 300-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$4,295.00
BP-70C36	36 PPM Networked B&W / Color Digital Copier with walk-up motion sensor, wireless connectivity, multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 256 GB SSD with document filing system, PCL®6 and Adobe® PostScript® 3™ network printing systems, network scanning, 300-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$5,337.00
BP-70C45	45 PPM Networked B&W / Color Digital Copier with walk-up motion sensor, wireless connectivity, multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 256 GB SSD with document filing system, PCL®6 and Adobe® PostScript® 3™ network printing systems, network scanning, 300-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$5,496.00

Options & Accessories

Output Options (Must Choose 1)

BP-TU10	Center Exit Tray Unit	\$40.00
MX-TR20N	Job Separator (optional, for use with MX-TU10)	24.00
or		
BP-FN11	Inner Finisher	693.00
MX-PN14B	3 Hole Punch Module (for use with MX-FN11)	367.00
or		
BP-FN13	Stacking Finisher - 1,000 Sheets (requires BP-RB10 or BP-FD10)	1,252.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN15B	3 Hole Punch Module (for use with BP-FN13 or BP-FN14)	367.00
or		
BP-FN14	Saddle Stitch Finisher - 1,000 Sheets (requires BP-RB10 or BP-FD10)	1,463.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN15B	3 Hole Punch Module (for use with BP-FN13 or BP-FN14)	367.00
or		
BP-FN15	Stacking Finisher - 3,000 Sheets (requires BP-RB10 or BP-FD10)	1,463.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN16B	3 Hole Punch Module (for use with BP-FN15 or BP-FN16)	367.00
or		
BP-FN16	Saddle Stitch Finisher - 3,000 Sheets (requires BP-RB10 or BP-FD10)	2,895.00
BP-RB10	Paper Pass Unit	249.00
BP-FD10	Folding Unit	1,731.00
MX-PN16B	3 Hole Punch Module (for use with BP-FN15 or BP-FN16)	367.00

**BP-70C31 / BP-70C36 / BP-70C45****Networked Digital Color Copier**

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
BP-70ABD	Deluxe Copier Cabinet (available Summer 2022)	121.00
BP-DE12	Stand with (1) x 550 Sheet Paper Drawer	386.00
BP-DE13	Stand with (2) x 550 Sheet Paper Drawers	480.00
BP-DE14	Stand with (3) x 550 Sheet Paper Drawers	630.00
BP-DE15	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	822.00
BP-LC10	Large Capacity Tray - 3,000 Sheets (requires BP-DE12, BP-DE13, BP-DE14 or BP-DE15)	687.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
BP-TR12	Right Side Exit Tray	80.00
Security		
BP-FR12UL	Data Security Kit (available Summer 2022)	293.00
BP-VD10L	Virus Detection Kit (available Summer 2022)	164.00
Print		
MX-PF10	Bar Code Font Kit	302.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Fax		
BP-FX11	Facsimile Expansion Kit	477.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
BP-DD10	Double Feed Detection Unit	99.00
BP-SD10	High Capacity SSD 512GB	211.00
BP-UT10	Utility Table (recommended for MFP Voice function)	76.00



BP-70C31 / BP-70C36 / BP-70C45 Networked Digital Color Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
BP50CTonerkit	Toner Kit - B/C/M/Y Toner (BP-NT70BA, BP-NT70CA, BP-NT70MA & BP-NT70YA)	-	-	\$480.50
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (BP-FN11 and BP-FN13)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (BP-FN14)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (BP-FN15 and BP-FN16)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (BP-FN16)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>				
	<u>Allowance</u>	<u>Copy Charge</u>			
BP-70C31 / BP-70C36 / BP-70C45 - color	0	\$0.0524			
BP-70C31 / BP-70C36 / BP-70C45 - black	0	\$0.0089			
	<u>Monthly Copy</u>		<u>Zone 1</u>		<u>Zone 2</u>
	<u>Allowance</u>	<u>0 - 25 Miles</u>	<u>Excess Copy</u>	<u>Monthly Base</u>	<u>Excess Copy</u>
BP-70C31 / BP-70C36 - color	1,250	\$57.00	\$0.0456	\$68.38	\$0.0547
BP-70C31 / BP-70C36 - black	2,500	\$19.25	\$0.0077	\$23.00	\$0.0092
BP-70C45 - color	2,000	\$91.20	\$0.0456	\$109.40	\$0.0547
BP-70C45 - black	4,000	\$30.80	\$0.0077	\$36.80	\$0.0092
All BP-70C31 / BP-70C36 / BP-70C45 accessories		Included		Included	



MX-C407F / MX-C507F Desktop Color Document System

The MX-C407F and MX-C507F desktop color document systems deliver crisp, high-quality output with exceptional ease of use. These models provide customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with robust features and technology typically found on larger machines, the MX-C407F and MX-C507F deliver the productivity you need with the performance and reliability you want in your workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds - 40 ppm (MX-C407F) and 50 ppm (MX-C507F)
- ◆ Standard copy, print, scan and fax capability right out-of-the-box
- ◆ Compact design easily fits into small offices or home workplaces in desktop or console configurations
- ◆ 50 sheet reversing document feeder scans both sides of a document in a single pass for enhanced productivity
- ◆ Offers up to five paper sources with available 2,300 sheet maximum paper capacity (letter and legal)
- ◆ 7" (diagonal) color touchscreen with adjustable viewing angle offers smooth, tablet-style interaction
- ◆ Standard optical character recognition (OCR) on the MX-C507F and optional OCR on the MX-C407F allows users to convert a scanned document into a searchable PDF file or into an editable Word file
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as envelopes through the standard paper drawer or bypass tray
- ◆ 1,200 x 1,200 dpi resolution produces razor-sharp documents. PostScript® 3™ and PCL®6 drivers offer extensive job control
- ◆ Sharp Remote Device Manager (SRDM) allows administrators to have centralized control of the networked MFP in order to simplify installation and management
- ◆ Standard compact PDF feature dramatically reduces the file size of most color scanned documents
- ◆ Convenient USB port located in the front of the device lets users access the machine quickly when printing direct from a USB drive
- ◆ Dimensions 19.9" (w) x 21" (d) x 25.5" (h)



MX-C507F shown with optional accessories



MX-C407F / MX-C507F Desktop Color Document System



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-C407F	40 PPM Desktop Color Multi-Function Document System includes multitasking controller, 50-sheet RSPF, PCL 6 and PostScript® 3™ printing systems, network scanning, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray.	\$1,551.00
MX-C507F	50 PPM Desktop Color Multi-Function Document System includes multitasking controller, 50-sheet RSPF, PCL 6 and PostScript® 3™ printing systems, network scanning, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray.	\$2,520.00

Options & Accessories

Tray Options

MX-CS17	550 Sheet Paper Drawer	\$245.00
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Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-C50TB	Black Toner Cartridge Estimated 20,000 images @ 5% Image Area/Cartridge	\$50.00
MX-C50TC	Cyan Toner Cartridge Estimated 13,000 images @ 5% Image Area/Cartridge	125.00
MX-C50TM	Magenta Toner Cartridge Estimated 13,000 images @ 5% Image Area/Cartridge	125.00
MX-C50TY	Yellow Toner Cartridge Estimated 13,000 images @ 5% Image Area/Cartridge	125.00
MX-C50DU-B	Black Imaging Kit (includes drum/developer) Estimated Yield - 150,000 Images/Package	59.00
MX-C50DU-S	Cyan/Magenta/Yellow Imaging Kit (includes drum/developer) Estimated Yield - 150,000 Images/Package	196.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>			
MX-C407F / MX-C507F - color	0	\$0.0610			
MX-C407F / MX-C507F - black	0	\$0.0128			
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-C407F - color	500	\$26.55	\$0.0531	\$31.85	\$0.0637
MX-C407F - black	750	\$8.33	\$0.0111	\$9.98	\$0.0133
MX-C507F - color	500	\$26.55	\$0.0531	\$31.85	\$0.0637
MX-C507F - black	1,000	\$11.10	\$0.0111	\$13.30	\$0.0133



MX-5051 / MX-6051 Networked Digital Color Copier

Sharp's MX-5051 and MX-6051 Essentials Series color document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These MFPs are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The Color Essentials Series also offers leading-edge security features to help businesses protect their data and personal information.

Sharp's award-winning touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. Sharp's MFP Voice feature, available for these models, allows you to interact with the machine with the power of natural language. In addition, these models integrate seamlessly with today's complex network environments and support popular cloud services and mobile technologies. Sharp's Application Portal enables administrators to easily add new apps or update existing apps right from the MFP.

The MX-5051 and MX-6051 Color Essentials Series are feature-rich and offer businesses powerful multitasking features at a strong value.

Features at a glance

- ◆ 50 / 60 PPM Black & White - 50 / 60 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Standard security feature erases memory on the hard drive by overwriting data up to ten times
- ◆ Award-winning 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ Standard 100-sheet reversing single-pass document feeder scans documents at speeds up to 80 images per minute
- ◆ Access popular cloud services, such as Microsoft® OneDrive™ for Business, SharePoint® Online, Google Drive™, Dropbox and more with Sharp's available Cloud Connect feature. And with Sharp's Application Portal, administrators can add or update apps right from the MFP.
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction with Amazon Alexa. (optional hardware required)
- ◆ Available wireless networking feature can connect directly to your network or to mobile devices for convenient scanning and printing with the Sharpdesk® Mobile App
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ With the available OCR Expansion Kit, you can easily convert documents to popular Microsoft® file formats as well as a variety of PDF formats (PostScript Kit required). You can also add options to direct print these same file types from thumb drives, cloud applications and more. This function is available via Qualcomm® DirectOffice™ technology.
- ◆ Network ready PCL®6 and available Adobe® PostScript® 3™ printing systems ensure your documents print with the clarity and formatting you expect
- ◆ Color Consistency System delivers high quality color output and helps maintain optimum image balance and toner density page after page
- ◆ Flexible paper handling system supports media up to 110 lb cover and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



MX-5051 shown with optional accessories

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MX-5051 / MX-6051 Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-5051	50 PPM Networked B&W / Color Digital Copier with quad-core multitasking controller, 500 GB hard disk drive with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$5,358.00
MX-6051	60 PPM Networked B&W / Color Digital Copier with quad-core multitasking controller, 500 GB hard disk drive with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$6,245.00

Options & Accessories

Output Options (Must Choose 1)

MX-TU16	Center Exit Tray Unit	\$40.00
MX-TR20N	Job Separator (optional, for use with MX-TU16)	24.00
or		
MX-FN27N	Inner Finisher	660.00
MX-PN14B	3 Hole Punch Module (for use with MX-FN27N)	367.00
or		
MX-FN28	Stacking Finisher - 1,000 Sheets (requires MX-RB25N)	1,177.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN29	Saddle Stitch Finisher - 1,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN30	Stacking Finisher - 3,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00
or		
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets (requires MX-RB25N)	2,758.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00



MX-5051 / MX-6051 Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
MX-60ABD	Deluxe Copier Cabinet	\$121.00
MX-DE25N	Stand with (1) x 550 Sheet Paper Drawer	367.00
MX-DE26N	Stand with (2) x 550 Sheet Paper Drawers	447.00
MX-DE27N	Stand with (3) x 550 Sheet Paper Drawers	602.00
MX-DE28N	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	785.00
MX-DE29N	Low Stand with (1) x 550 Sheet Paper Drawer (for wheelchair access)	367.00
MX-LC17N	Large Capacity Tray - 3,000 Sheets (requires MX-DE25N, MX-DE26N, MX-DE27N or MX-DE28N)	654.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
MX-TR19N	Right Side Exit Tray	74.00
Security		
MX-FR62U	Data Security Kit	319.00
Print		
MX-PK13L	Adobe PS3 Expansion Kit	202.00
MX-PF10	Bar Code Font Kit	302.00
MX-PU10L	Direct Print Expansion Kit	443.00
MX-EB18	Wireless LAN Adaptor	193.00
MX-EB19L	Enhanced Compression Kit (Compact PDF)	277.00
MX-EB20L	OCR Expansion Kit	122.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Sharp OSA®		
MX-AMX2L	OSA Application Communication Module	174.00
MX-AMX3L	OSA External Accounting Module	94.00
Fax		
MX-FX15	Facsimile Expansion Kit	456.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5143NT	Digital 120 Volt, 20 Amps, 2 Outlets, Power Surge Protector	117.00
MX-UT10	Utility Table (recommended for MFP Voice function)	74.00



MX-5051 / MX-6051 Networked Digital Color Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MX6050Tonerkit	Toner Kit - B/C/M/Y Toner (MX-61NTBA, MX-61NTCA, MX-61NTMA & MX-61NTYA)	-	-	\$480.50
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN27N and MX-FN28)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (MX-FN29)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN30 and MX-FN31)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (MX-FN31)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-5051 / MX-6051 - color	0	\$0.0524
MX-5051 / MX-6051 - black	0	\$0.0089

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-5051 / MX-6051 - color	3,000	\$136.80	\$0.0456	\$164.10	\$0.0547
MX-5051 / MX-6051 - black	6,000	\$46.20	\$0.0077	\$55.20	\$0.0092

All MX-5051 / MX-6051 accessories	Included	Included
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MX-5071S / MX-6071S Networked Digital Color Copier

Sharp's MX-5071/6071 Advanced Series color document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These MFPs are easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The Color Advanced Series also offers leading-edge security features to help businesses protect their data and personal information.

Sharp's award-winning touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. Sharp's MFP Voice feature, available for these models, allows you to interact with the machine with the power of natural language. In addition, these models integrate seamlessly with today's complex network environments and support popular cloud services and mobile technologies. Sharp's Application Portal enables administrators to easily add new apps or update existing apps right from the MFP.

The MX-5071S and MX-6071S Color Advanced Series offers businesses powerful multitasking features, enabling them to quickly execute the ever-changing workflow tasks of today's busy office environments.

Features at a glance

- ◆ 50 / 60 PPM Black & White - 50 / 60 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Standard security feature erases memory on the hard drive by overwriting data up to ten times
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Award-winning 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ Standard 150-sheet duplexing single-pass document feeder scans documents at speeds up to 220 images per minute
- ◆ Access popular cloud services, such as Microsoft® OneDrive™ for Business, SharePoint® Online, Google Drive™, Dropbox and more with Sharp's Cloud Connect feature. And with Sharp's Application Portal, administrators can add or update apps right from the MFP.
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction with Amazon Alexa. (optional hardware required)
- ◆ Available wireless networking feature can connect directly to your network or to mobile devices for convenient scanning and printing with the Sharpdesk® Mobile App
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ Easily convert documents to popular Microsoft® file formats as well as a variety of PDF formats. You can also direct print these file types from thumb drives, cloud applications and more. This function is enabled via Qualcomm® DirectOffice™ technology.
- ◆ Network ready PCL®6 and Adobe® PostScript® 3™ printing systems ensure your documents print with the clarity and formatting you expect
- ◆ Color Consistency System delivers high quality color output and helps maintain optimum image balance and toner density page after page
- ◆ Flexible paper handling system supports media up to 110 lb cover and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



MX-6071S shown with optional accessories

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Page 31 of 126

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MX-5071S / MX-6071S Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-5071S	50 PPM Networked B&W / Color Digital Copier with walk-up motion sensor,,quad-core multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 500 GB hard disk drive with document filing system, PCL®6 and Adobe® PostScript® 3™ printing systems, network printing, network scanning, 150-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$5,653.00
MX-6071S	60 PPM Networked B&W / Color Digital Copier with walk-up motion sensor, quad-core multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 500 GB hard disk drive with document filing system, PCL®6 and Adobe® PostScript® 3™ printing systems, network printing, network scanning, 150-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. (650 sheets standard paper supply)	\$7,236.00

Options & Accessories

Output Options (Must Choose 1)

MX-TU16	Center Exit Tray Unit	\$40.00
MX-TR20N	Job Separator (optional, for use with MX-TU16)	24.00
or		
MX-FN27N	Inner Finisher	660.00
MX-PN14B	3 Hole Punch Module (for use with MX-FN27N)	367.00
or		
MX-FN28	Stacking Finisher - 1,000 Sheets (requires MX-RB25N)	1,177.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN29	Saddle Stitch Finisher - 1,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN30	Stacking Finisher - 3,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00
or		
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets (requires MX-RB25N)	2,758.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00



MX-5071S / MX-6071S Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
MX-60ABD	Deluxe Copier Cabinet	\$121.00
MX-DE25N	Stand with (1) x 550 Sheet Paper Drawer	367.00
MX-DE26N	Stand with (2) x 550 Sheet Paper Drawers	447.00
MX-DE27N	Stand with (3) x 550 Sheet Paper Drawers	602.00
MX-DE28N	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	785.00
MX-DE29N	Low Stand with (1) x 550 Sheet Paper Drawer (for wheelchair access)	367.00
MX-LC17N	Large Capacity Tray - 3,000 Sheets (requires MX-DE25N, MX-DE26N, MX-DE27N or MX-DE28N)	654.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
MX-TR19N	Right Side Exit Tray	74.00
Security		
MX-FR62U	Data Security Kit	319.00
Print		
MX-PF10	Bar Code Font Kit	302.00
MX-EB18	Wireless LAN Adaptor	193.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Fax		
MX-FX15	Facsimile Expansion Kit	456.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5143NT	Digital 120 Volt, 20 Amps, 2 Outlets, Power Surge Protector	117.00
MX-UT10	Utility Table (recommended for MFP Voice function)	74.00



MX-5071S / MX-6071S Networked Digital Color Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MX6050Tonerkit	Toner Kit - B/C/M/Y Toner (MX-61NTBA, MX-61NTCA, MX-61NTMA & MX-61NTYA)	-	-	\$480.50
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN27N and MX-FN28)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (MX-FN29)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN30 and MX-FN31)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (MX-FN31)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>			
	<u>Allowance</u>	<u>Copy Charge</u>		
MX-5071S / MX-6071S - color	0	\$0.0524		
MX-5071S / MX-6071S - black	0	\$0.0089		
	<u>Zone 1</u>		<u>Zone 2</u>	
	<u>Monthly Copy Allowance</u>	<u>Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Monthly Base 26 - 50 Miles</u>
MX-5071S / MX-6071S - color	3,000	\$136.80	\$0.0456	\$164.10
MX-5071S / MX-6071S - black	6,000	\$46.20	\$0.0077	\$55.20
All MX-5071S / MX-6071S accessories		Included		Included



MX-7081 / MX-8081 Networked Digital Color Copier

The Sharp MX-7081 and MX-8081 color document systems are designed using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace. Built for high-volume environments, central reprographics departments and copy rooms, these document systems are complemented by the robust paper handling and productive output capabilities once found only in commercial print facilities. These models also offer leading-edge security features to help businesses protect their data and personal information.

Sharp's next generation Color Consistency System helps ensure brilliant color output, page-after-page and job-after-job, for repeatable, high-quality results. Businesses can rest assured that producing professional-looking color documents in-house can be easier and more economical than ever before.

The MX-7071 and MX-8081 high speed color document systems are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience and the confidence in knowing their jobs will come out right the first time, every time.

Features at a glance

- ◆ 75 / 80 PPM Black & White - 70 / 80 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 8,500 sheets
 - 3,100 Sheets Standard Paper Capacity - Tandem Sheet Drawer: One 1,200 sheet paper tray, One 800 sheet paper tray, Two 500 sheet paper trays and One 100 Sheet Multi-bypass Tray
 - Optional 3,500 sheet letter-size large capacity cassette
 - Optional 3,000 sheet letter / legal / ledger-size large capacity cassette
 - Optional 5,000 sheet letter / legal / ledger / 12" x 18" large capacity 2 drawer tray
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ Advanced finishing options including a multi-folding unit and multi-position staple and saddle finisher selection
- ◆ A powerful embedded Fiery® Color Print Server is available for environments that require precision color control and job management
- ◆ Supports the Sharp OSA® development platform
- ◆ The available Sharp MFP Voice feature enables users to control the device with simple verbal commands. Experience hands-free, voice-first interaction with Amazon Alexa.
- ◆ The Sharp Color Consistency System with next generation image process control delivers high quality color output and maintains optimum color balance and toner density page after page
- ◆ Quickly scan both sides of a document at once with the standard 300 Sheet Duplexing Single-Pass Feeder
- ◆ Scan preview feature offers on-the-fly page editing with easy fingertip navigation
- ◆ Easily access popular cloud applications, including Microsoft® OneDrive® for Business, SharePoint® Online, Box and Google Drive™, with the Sharp Cloud Connect feature.
- ◆ Triple air-feed paper handling option offers high reliability and is virtually maintenance free
- ◆ 1200 x 1200 dpi printing provides beautiful images and enhanced clarity for fine details such as small text and graphics
- ◆ Scans documents at up to 240 images per minute in both Black and Color
- ◆ Network ready PCL®6/PS3 printing system with direct print function
- ◆ Flexible paper handling system feeds up to 110 lb cover stock through paper trays and through bypass tray
- ◆ Dimensions 33-1/4" (w) x 33-1/4" (d) x 49" (h)



MX-8081 shown with optional accessories



MX-7081 / MX-8081 Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-7081	75 PPM B&W / 70 PPM Color Networked Digital Copier with multi-processor controller, 300 sheet/150 business card Duplexing Single Pass Feeder, 3,100 Sheet Paper Capacity (2,000 sheet tandem tray/2 x 500 sheet trays/MX-MF10 100 sheet multi-bypass tray), Wireless Connectivity, 1 TB hard disk drive with Document Filing System, PCL 6/Adobe® PostScript® 3™ printing systems, Network Printing, Scanning, Retractable Keyboard and Application Communication and External Accounting Modules. Standard Security including End-of-Lease data erase feature. (3,100 sheets standard paper supply)	\$9,969.00
MX-8081	80 PPM Networked B&W / Color Digital Copier with multi-processor controller, 300 sheet/150 business card Duplexing Single Pass Feeder, 3,100 sheet paper capacity (2,000-sheet tandem tray/2 x 500-sheet trays/MX-MF10 100 sheet multi-bypass tray), Wireless Connectivity, 1 TB hard disk drive with Document Filing System, PCL 6/Adobe® PostScript® 3™ printing systems, Network Printing, Scanning, Retractable Keyboard and Application Communication and External Accounting Modules. Standard Security including End-of-Lease data erase feature. (3,100 sheets standard paper supply)	\$11,748.00

Options & Accessories

Tray Options

MX-LCX3N	3,000 Sheet Large Capacity Cassette (letter / letter-R / legal / ledger)	\$1,377.00
OR		
MX-LC12	3,500 Sheet Large Capacity Tray (letter)	719.00
OR		
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / letter-R / legal / ledger) - requires MX-RB14	2,837.00
MX-RB14	Paper Pass Unit	485.00
MX-MF11	500 Sheet Multi-Bypass Tray (requires MX-LC13N)	771.00
OR		
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00

Exit Tray

MX-TR14	Right Side Exit Tray	80.00
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Finishing Options (Must Choose 1)

MX-TU14	Center Exit Tray (required if no finishing option included)	59.00
OR		
MX-FN34	65 Sheet Staple Finisher (3,000 sheet output capacity) - requires MX-RB12N	1,397.00
MX-RB12N	Paper Pass Unit	250.00
MX-PN16B	Punch Unit (optional, not required) - for use with MX-FN34 or MX-FN35	367.00
MX-SL10N	Status Indicator	282.00
OR		
MX-FN35	65 Sheet Staple / Saddle Stitch Finisher (3,000 sheet output capacity) - requires MX-RB12N	2,758.00
MX-RB12N	Paper Pass Unit	250.00
MX-PN16B	Punch Unit (optional, not required) - for use with MX-FN34 or MX-FN35	367.00
MX-SL10N	Status Indicator	282.00
OR		
MX-FN21	100 Sheet Staple Finisher (4,000 sheet output capacity) - requires MX-RB12N and MX-RB27	3,240.00
MX-RB12N	Paper Pass Unit	250.00
MX-RB27	Curl Correction Unit	485.00
<i>optional accessories for MX-FN21 configuration</i>		
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
MX-CF11	2 Tray Post Process Page Inserter - requires MX-FD10 or MX-RB13	1,688.00
MX-RB13	Relay Unit - requires MX-FN21 or MX-FN22, cannot be used with MX-FD10	485.00
MX-FD10	Multi Folding Unit - requires MX-FN21 or MX-FN22, cannot be used with MX-RB13	6,729.00
MX-SL10N	Status Indicator	282.00
OR		



MX-7081 / MX-8081 Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Finishing Options (Continued)		
MX-FN22	100 Sheet Staple / Saddle Stitch Finisher (4,000 sheet output capacity) - requires MX-RB12N and MX-RB27	\$4,567.00
MX-RB12N	Paper Pass Unit	250.00
MX-RB27	Curl Correction Unit	485.00
<i>optional accessories for MX-FN22 configuration</i>		
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
MX-CF11	2 Tray Post Process Page Inserter - requires MX-FD10 or MX-RB13	1,688.00
MX-RB13	Relay Unit - requires MX-FN21 or MX-FN22, cannot be used with MX-FD10	485.00
MX-FD10	Multi Folding Unit - requires MX-FN21 or MX-FN22, cannot be used with MX-RB13	6,729.00
MX-SL10N	Status Indicator	282.00
MX-TM10	Trimming Unit	2,881.00
GBC Binding - available for use with the MX-FN21 or MX-FN22		
Main Unit Components		
MX-GBCX2	GBC SmartPunch Pro™ - requires MX-RB13	8,241.00
GBC Accessories		
MX-GBC03	3-Hole Die Set	473.00
MX-GBC11	11-Hole VeloBind Set	558.00
MX-GBC19	19-Hole CombBind Die Set	558.00
MX-GBC21	21-Hole WireBind Die Set	558.00
MX-GBC32	32-Hole WireBind Die Set	558.00
MX-GBC44	44-Hole Color Coil Die Set	558.00
MX-GBC32PRO	32-Hole ProClick Die Set	558.00
MX-GBC51	19-Hole CombBind Heavy Duty Die Set	1,850.00
MX-GBC52	44-Hole Color Coil Heavy Duty Die Set	1,749.00
MX-GBC53	3-Hole Heavy Duty Die Set	1,040.00
Security Options		
MX-FR65U	Data Security Kit	380.00
Print		
MX-PF10	Bar Code Font Kit	302.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
OR		
MX-PX15	Fiery Interface Kit	889.00
MX-PE15	Fiery Color Print Server (requires the MX-PX15)	3,161.00
MX-PEHF12	Fiery Hot Folders/Virtual Printers Production Features	592.00
MX-PECR1Y	Fiery ColorRight 1 Year Subscription	676.00
MX-PECR2Y	Fiery ColorRight 2 Year Subscription	1,276.00
MX-PECR3Y	Fiery ColorRight 3 Year Subscription	1,816.00
MX-PECR4Y	Fiery ColorRight 4 Year Subscription	2,151.00
MX-PECR5Y	Fiery ColorRight 5 Year Subscription	2,514.00
MX-PEAM1Y	Fiery Automation 1 Year Subscription	566.00
MX-PEAM2Y	Fiery Automation 2 Year Subscription	1,078.00
MX-PEAM3Y	Fiery Automation 3 Year Subscription	1,520.00
MX-PEAM4Y	Fiery Automation 4 Year Subscription	1,813.00
MX-PEAM5Y	Fiery Automation 5 Year Subscription	2,120.00
MX-PEFIS	Fiery Impose Software	1,462.00
MX-PEFC	Fiery Compose Software	681.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	1,855.00
MX-PEAAEP	Adobe Acrobat Pro 2017 + Enfocus PitStop Edit 2019 (for use with Fiery Impose/Compose/JobMaster Software)	309.00
MX-PESP3	EFI ES-3000 Spectrophotometer	811.00
MX-PECPS1	Fiery Color Profiler Suite (includes MX-PECPM 1-year SMSA)	1,419.00
MX-PECPS1	Fiery Color Profiler Suite + EFI ES-3000 Spectrophotometer (includes MX-PECPM 1-year SMSA)	2,028.00
MX-PECPM	Fiery Color Profiler Suite Additional 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PECPS1 or MX-PECPS1P)	304.00



MX-7081 / MX-8081 Networked Digital Color Copier



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Fax		
MX-FWX1L	Internet Fax Expansion Kit	\$265.00
MX-FX15	Fax Expansion Kit	456.00
Miscellaneous		
MX-E524ZNT	Digital 208/230 Volt, 20 Amps Power Surge Protector (Recommended for MX-7081/8081 main unit)	157.00
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector (Recommended for MX-FN21, MX-FN22 and MX-LC13N)	109.00



MX-7081 / MX-8081 Networked Digital Color Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MX-7081TonerKit	Toner Kit - B/C/M/Y Toner (MX-80NTBA, MX-80NTCA, MX-80NTMA, MX-80NTYA)			769.00
<u>Staples/Misc.</u>				
MX-SC11	Staple Cartridge (MX-FN34 and MX-FN35)	3 Cartridges	5,000 / Ctg.	\$49.00
MX-SC12	Staple Cartridge (MX-FN35)	4 Cartridges	2,000 / Ctg.	30.00
MX-SCX1	Staple Cartridge (MX-FN22)	3 Cartridges	5,000 / Ctg.	49.00
MX-SCX2	Staple Cartridge (MX-FN21 and MX-FN22)	3 Cartridges	5,000 / Ctg.	49.00
AR-SV1	Stamp Cartridge (AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>					
	<u>Allowance</u>	<u>Copy Charge</u>	Zone 1		Zone 2	
			<u>Monthly Copy</u>	<u>Monthly Base</u>	<u>Excess Copy</u>	<u>Monthly Base</u>
			<u>Allowance</u>	<u>0 - 25 Miles</u>	<u>Charge</u>	<u>26 - 50 Miles</u>
MX-7081 / MX-8081 - color	0	\$0.0471	10,000	\$410.00	\$0.0410	\$492.00
MX-7081 / MX-8081 - black	0	\$0.0076	2,500	\$16.50	\$0.0066	\$19.75
All MX-7081 / MX-8081 Accessories			Included		Included	



MX-7090N / MX-8090N Pro Series Digital Color Document System

The Pro Series MX-7090N and MX-8090N light production color document systems offer proven technology, award-winning features and exceptional image quality at speeds up to 80 ppm. Built with the customer in mind, producing professional-looking documents has never been easier. Organizations, large and small, will benefit from the versatility of the available input and output options. Options ranging from the air-feed paper handling option, to the production booklet finisher that prints up to a 120 page full-bleed booklets, the Pro Series can help your organization produce more jobs in-house, saving time and money.

These models simplify workflow like never before with the large 15.4" touchscreen display utilizing the latest controller architecture and intuitive user interface Sharp has to offer. These models also offer a choice of three powerful print controllers, including the standard Sharp print controller and two optional Fiery Print Servers operating on the latest FS300 Pro and FS300 platforms enabling customers freedom to choose the right fit for them and custom tailored to their workflow requirements.

The MX-7090N and MX-8090N also support Sharp OSA® technology, which makes integration with network applications and cloud services simple and easy. Sharp's multi-layered Security Suite can help protect your data and personal information from the first day of operation to the time of trade-in.

Features at a glance

- ◆ 70 / 80 PPM Black & White - 70 / 80 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 13,500 sheets
 - 3,000 Sheets Standard Paper Capacity - Tandem Sheet Drawer: One 1,200 sheet paper tray, One 800 sheet paper tray and Two 500 sheet paper trays
 - Optional 3,000 sheet letter / legal / ledger-size large capacity cassette
 - Optional 3,500 sheet letter large capacity tray
 - Optional 5,000 sheet letter / legal / ledger-size large capacity tray
- ◆ Advanced finishing options including a multi-folding unit and multi-position staple and saddle finisher selection
- ◆ Sharp's fuser technology ensures consistent edge-to-edge printing with a uniform finish across the page for professional-looking full image documents
- ◆ Triple air-feed paper handling option offers high reliability and is virtually maintenance free
- ◆ Flexible modular design provides a wide variety of configurations from basic high-speed copying and printing to professional folding and booklet making
- ◆ Print engine paper catalog stores up to 1,000 media profiles to help maintain optimum print quality
- ◆ Large 15.4" (diagonally measured) multi-position touch-screen display with swing-out keyboard
- ◆ Sharp's Color Consistency System with next generation image process control delivers high-quality color output and maintains optimum color balance and toner density page after page
- ◆ Quickly scan both sides of a document at once with the standard 150 Sheet Duplexing Single-Pass Feeder
- ◆ Easily access popular cloud applications, including Microsoft® OneDrive® for Business, SharePoint® Online and Google Drive™ with Sharp's Cloud Connect features
- ◆ Compact PDF feature dramatically reduces the file size of scanned color documents, resulting in decreased network traffic and more efficient use of disk and cloud storage
- ◆ 1200 x 1200 dpi printing provides beautiful images and enhanced clarity for fine details such as small text and graphics
- ◆ Scans documents at up to 200 images per minute in both Black and Color
- ◆ Standard high-performance print controller with PCL® 6 and Adobe® PostScript®3™ included
- ◆ Flexible paper handling system feeds up to 110 lb (300 gsm) cover stock and up to 13" x 19" output
- ◆ Standard Job Management features make it easy to print on-demand as well as view jobs, retain jobs, combine jobs, select print settings and more
- ◆ Dimensions 38-3/8" (w) x 30-1/4" (d) x 60-1/4" (h)



MX-8090N shown with optional accessories



MX-7090N / MX-8090N

Pro Series Digital Color Document System



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-7090N	70 PPM Networked Digital B&W / Color Document System with multi-processing controller, 150 sheet Duplexing Single Pass Feeder, 3,000 Sheet Standard Paper Capacity (tandem sheet drawer - 2,000 sheet capacity / two 500 sheet trays), 1-TB hard disk drive, PCL [®] 6/Adobe [®] Postscript [®] 3 [™] Network Printing, Color Network Scanning, Swing-Out Keyboard, Sharp OSA [®] technology (Cloud-Ready), Application Communication Module, External Accounting Module and Standard Security including End-of-Lease Data Erase feature (3,000 sheets standard paper supply)	\$16,790.00
MX-8090N	80 PPM Networked Digital B&W / Color Document System with multi-processing controller, 150 sheet Duplexing Single Pass Feeder, 3,000 Sheet Standard Paper Capacity (tandem sheet drawer - 2,000 sheet capacity / two 500 sheet trays), 1-TB hard disk drive, PCL [®] 6/Adobe [®] Postscript [®] 3 [™] Network Printing, Color Network Scanning, Swing-Out Keyboard, Sharp OSA [®] technology (Cloud-Ready), Application Communication Module, External Accounting Module and Standard Security including End-of-Lease Data Erase feature (3,000 sheets standard paper supply)	\$20,000.00

Options & Accessories

Tray Options (Must Choose 1)

MX-MF10	100 Sheet Multi-Bypass Tray	\$524.00
OR		
MX-LCX3N	3,000 Sheet Large Capacity Cassette (letter / letter-R / legal / ledger) - requires MX-MF10	1,377.00
MX-MF10	100 Sheet Multi-Bypass Tray	524.00
OR		
MX-LC12	3,500 Sheet Large Capacity Tray (letter) - requires MX-MF10	719.00
MX-MF10	100 Sheet Multi-Bypass Tray	524.00
OR		
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / letter-R / legal / ledger) - requires MX-RB14	2,837.00
MX-RB14	Paper Pass Unit	485.00
MX-MF11	500 Sheet Multi-Bypass Tray - for use with MX-LC13N	771.00
OR		
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / letter-R / legal / ledger) - requires MX-RB14	2,837.00
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / letter-R / legal / ledger) - requires MX-RB14	2,837.00
MX-RB14	Paper Pass Unit	485.00
MX-RB17	Large Capacity Tray Connecting Kit (required for 2nd MX-LC13N)	836.00
MX-MF11	500 Sheet Multi-Bypass Tray - for use with MX-LC13N	771.00
OR		
MX-LT10	Long Paper Feeding Tray (for use with banner paper) - requires MX-MF10	88.00
MX-MF10	100 Sheet Multi-Bypass Tray (cannot be used with MX-LC13N/MX-RB14)	524.00

Exit Tray

MX-TR14	Right Side Exit Tray - requires MX-MF10	80.00
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Finishing Options (Must Choose 1)

MX-TU14	Center Exit Tray (required if no finishing option included)	59.00
OR		
MX-FN21	100 Sheet Staple Finisher (4,000 sheet output capacity) - requires MX-RB12N and MX-RB15	3,240.00
MX-RB12N	Paper Pass Unit	250.00
MX-RB15	Curl Correction Unit	485.00

Page 41 of 126

Sharp Electronics is not responsible for typographical errors. Designs and specifications are subject to change without notice.



MX-7090N / MX-8090N

Pro Series Digital Color Document System



Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Finishing Options (Continued)		
<i>optional accessories for MX-FN21 configuration</i>		
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	\$438.00
MX-CF11	2 Tray Post Process Page Inserter - requires MX-FD10 or MX-RB13	1,688.00
MX-RB13	Relay Unit - requires MX-FN21 or MX-FN22, required for MX-CF11 except when configured with MX-FD10	485.00
MX-FD10	Multi Folding Unit - requires MX-FN21 or MX-FN22	6,729.00
MX-SL10N	Status Indicator	282.00
MX-BM50	Plockmatic Booklet Maker - requires MX-FN21 and MX-PCB50, (MX-XB50 highly recommended)	8,649.00
MX-PCB50	Plockmatic Interface Kit - required for MX-BM50	44.00
MX-CF50	Plockmatic Cover Feeder	2,379.00
MX-FD50	Plockmatic Square Folder - requires MX-TM50	6,069.00
MX-TM50	Plockmatic Trimmer	6,069.00
MX-XB50	Plockmatic Rail Unit	222.00
OR		
MX-FN22	100 Sheet Staple / Saddle Stitch Finisher (4,000 sheet output capacity) - requires MX-RB12N and MX-RB15	4,567.00
MX-RB12N	Paper Pass Unit	250.00
MX-RB15	Curl Correction Unit	485.00
<i>optional accessories for MX-FN22 configuration</i>		
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
MX-CF11	2 Tray Post Process Page Inserter - requires MX-FD10 or MX-RB13	1,688.00
MX-RB13	Relay Unit - requires MX-FN21 or MX-FN22, required for MX-CF11 except when configured with MX-FD10	485.00
MX-FD10	Multi Folding Unit - requires MX-FN21 or MX-FN22	6,729.00
MX-TM10	Trimming Unit - requires MX-FN22	2,881.00
MX-SL10N	Status Indicator	282.00
Security Options		
MX-FR58U	Data Security Kit	380.00
Print		
MX-PF10	Bar Code Font Kit	302.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
OR		
MX-PX12	Fiery Interface Kit	889.00
MX-PE14	Fiery Embedded Color Print Server (requires the MX-PX12)	4,123.00
MX-PEPP12	Fiery Productivity Pack (Option for MX-PE14 Only)	2,965.00
MX-PEFIS	Fiery Impose Software	1,462.00
MX-PEFC	Fiery Compose Software	681.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	1,855.00
MX-PECPS1	Fiery Color Profiler Suite (includes MX-PECMP 1-year SMSA)	1,419.00
MX-PESP3	EFI ES-3000 Spectrophotometer	811.00
MX-PECPS1	Fiery Color Profiler Suite + EFI ES-3000 Spectrophotometer (includes MX-PECMP 1-year SMSA)	2,028.00



MX-7090N / MX-8090N

Pro Series Digital Color Document System



Sourcwell Contract #030321-SEC

Model Number	Description	Contract Pricing
Print (Continued)		
MX-PECPM	Fiery Color Profiler Suite Additional 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PECPS1 or MX-PECPS1P)	\$304.00
MX-PEJF1	Fiery JobFlow Software (includes MX-PEJFM 1-year SMSA)	3,464.00
MX-PEJFM	Fiery JobFlow 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJF1)	801.00
OR		
MX-PX13	Fiery Interface Kit	1,467.00
MX-PE13	Fiery External Color Print Server (requires the MX-PX13)	8,649.00
MX-PEFIS	Fiery Impose Software	1,462.00
MX-PEFC	Fiery Compose Software	681.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	1,855.00
MX-PEJMM	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	2,661.00
MX-PEJMM	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJMM)	579.00
MX-PEJ11	Fiery JobMaster + Fiery Impose Software Bundle (includes MX-PEJMM 1-year SMSA)	3,748.00
MX-PEJIM	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJ11)	801.00
MX-PEGAP	Fiery Graphic Arts Package, Premium Edition Software	4,072.00
MX-PEJF1	Fiery JobFlow Software (includes MX-PEJFM 1-year SMSA)	3,464.00
MX-PEJFM	Fiery JobFlow 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJF1)	801.00
MX-PEHD13	Fiery Removable Hard Disk Drive (Option for MX-PE13 Only)	811.00
MX-PESP3	EFI ES-3000 Spectrophotometer	811.00
MX-PECPS1	Fiery Color Profiler Suite (includes MX-PECPM 1-year SMSA)	1,419.00
MX-PECPS1P	Fiery Color Profiler Suite + EFI ES-3000 Spectrophotometer (includes MX-PECPM 1-year SMSA)	2,028.00
MX-PECPM	Fiery Color Profiler Suite Additional 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PECPS1 or MX-PECPS1P)	304.00
MX-PENXLS	Premium Centralized Workstation with 27" monitor, Proximity Sensor	2,624.00
MX-PENXGL	Centralized Workstation with 22" monitor, wireless keyboard and mouse	1,922.00
GBC Binding		
Main Unit Components		
MX-GBCX2	GBC SmartPunch Pro™ - requires Die Set and MX-RB13	8,241.00
GBC Accessories		
MX-GBC03	3-Hole Die Set	473.00
MX-GBC11	11-Hole VeloBind Set	558.00
MX-GBC19	19-Hole CombBind Die Set	558.00
MX-GBC21	21-Hole WireBind Die Set	558.00
MX-GBC32	32-Hole WireBind Die Set	558.00
MX-GBC32PRO	32-Hole ProClick Die Set	558.00
MX-GBC44	44-Hole Color Coil Die Set	558.00
MX-GBC51	19-Hole CombBind Heavy Duty Die Set	1,850.00
MX-GBC52	44-Hole Color Coil Heavy Duty Die Set	1,749.00
MX-GBC53	3-Hole Heavy Duty Die Set	1,040.00
Miscellaneous		
MX-E524ZNT	Digital 208/230 Volt, 20 Amps Power Surge Protector (Recommended for MX-7090N/8090N main unit)	157.00
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector (Recommended for MX-BM50, MX-FN21, MX-FN22 and MX-LC13N)	109.00



MX-7090N / MX-8090N Pro Series Digital Color Document System

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MX6500SupplyKit	Supply Kit - B/C/M/Y Toner & Developer (MX-62NTBA, MX-75NTCA, MX-75NTMA, MX-75NTYA, MX-62NVBA & MX-62NVSA)	-	-	\$1,081.00
MX6500TonerKit	Toner Kit - B/C/M/Y Toner (MX-62NTBA, MX-75NTCA, MX-75NTMA & MX-75NTYA)			403.20
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN22)	3 Cartridges	5,000 / Ctg.	\$49.00
MX-SCX2	Staple Cartridge (MX-FN21 and MX-FN22)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC50	Staple Cartridge (Plockmatic - MX-BM50)	3 Cartridges	5,000 / Ctg.	70.00
AR-SV1	Stamp Cartridge (AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-7090N / MX-8090N - color	0	\$0.0428
MX-7090N / MX-8090N - black	0	\$0.0076

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-7090N / MX-8090N - color	10,000	\$372.00	\$0.0372	\$446.00	\$0.0446
MX-7090N / MX-8090N - black	2,500	\$16.50	\$0.0066	\$19.75	\$0.0079

All MX-7090N / MX-8090N Accessories	Included	Included
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SHARP®

B&W Multifunction Copiers & Printers



MX-M2651 / MX-M3051 / MX-M3551 / MX-M4051 Networked Digital Copier

Sharp's MX-M2651/M3051/M3551/M4051 Essentials Series monochrome workgroup document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These MFPs are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The monochrome Essentials Series also offers leading-edge security features to help businesses protect their data and personal information.

Sharp's customizable touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, Integrated user guides and quick access to network services. With Sharp's MFP Voice feature available for these models, you can interact with the machine with the power of natural language. These models have standard full multifunction capability out-of-box, including copying, network printing and color network scanning. Add the optional PostScript Kit to enable the Adobe Embedded Print Engine, which direct prints PDF files with greater performance and rendering accuracy.

These models integrate seamlessly with today's complex network environments, and support popular cloud services and mobile technologies. Sharp's Application Portal enables administrators to easily add new apps or update existing apps right from the MFP.

The MX-M2651, MX-M3051, MX-M3551 and MX-M4051 Monochrome Essentials Series document systems are feature-rich and offer organizations powerful multitasking features at a strong value.

Features at a glance

- ◆ 26 / 30 / 35 / 40 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ 100 sheet reversing single-pass document feeder
- ◆ Flexible paper handling system supports media up to 110 lb cover and up to 12" x 18" through the paper trays
- ◆ Scans documents at up to 80 images per minute
- ◆ Large 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ Access popular cloud services, such as Microsoft OneDrive™ for Business, SharePoint® Online, Google Drive™, Dropbox and more with Sharp's available Cloud Connect feature.
- ◆ With the available Optical Character Recognition (OCR) Expansion Kit, you can easily convert documents to popular Microsoft® file formats as well as a variety of PDF formats. You can also add options to Direct Print these same file types from thumb drives, cloud applications and more.
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction powered by Amazon Alexa. (optional hardware required)
- ◆ Network ready PCL® 6 and available Adobe® PostScript® 3™ printing systems ensure your documents print with the clarity and formatting you expect
- ◆ Available wireless networking feature can connect directly to your network or to mobile devices for convenient printing and scanning with the Sharppdesk® Mobile App
- ◆ Available Compact PDF feature dramatically reduces the file size of most color scanned documents, resulting in decreased network traffic and more efficient use of disk and cloud storage
- ◆ 600 x 600 dpi printing provides clear, crisp images and enhanced clarity for fine details such as small text and graphics
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



MX-M4051 shown with optional accessories



MX-M2651 / MX-M3051 / MX-M3551 / MX-M4051 Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M2651	26 PPM Networked B&W Digital Copier with Quad-Core Multitasking Controller, 500 GB Hard Disk Drive with Document Filing System, PCL®6 Printing System, Network Printing, Network Scanning, 100 Sheet Reversing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$2,385.00
MX-M3051	30 PPM Networked B&W Digital Copier with Quad-Core Multitasking Controller, 500 GB Hard Disk Drive with Document Filing System, PCL®6 Printing Systems, Network Printing, Network Scanning, 100 Sheet Reversing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$2,483.00
MX-M3551	35 PPM Networked B&W Digital Copier with Quad-Core Multitasking Controller, 500 GB Hard Disk Drive with Document Filing System, PCL®6 Printing Systems, Network Printing, Network Scanning, 100 Sheet Reversing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$3,277.00
MX-M4051	40 PPM Networked B&W Digital Copier with Quad-Core Multitasking Controller, 500 GB Hard Disk Drive with Document Filing System, PCL®6 Printing Systems, Network Printing, Network Scanning, 100 Sheet Reversing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$3,473.00

Options & Accessories

Output Options (Must Choose 1)

MX-TU16	Center Exit Tray Unit	\$40.00
MX-TR20N or	Job Separator (optional, for use with MX-TU16)	24.00
MX-FN27N	Inner Finisher	660.00
MX-PN14B or	3 Hole Punch Module (for use with MX-FN27N)	367.00
MX-FN28	Stacking Finisher - 1,000 Sheets (requires MX-RB25N)	1,177.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B or	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
MX-FN29	Saddle Stitch Finisher - 1,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B or	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
MX-FN30	Stacking Finisher - 3,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B or	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets (requires MX-RB25N)	2,758.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00

**MX-M2651 / MX-M3051 / MX-M3551 / MX-M4051 Networked Digital Copier****Sourcewell Contract #030321-SEC**

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
MX-60ABD	Deluxe Copier Cabinet	\$121.00
MX-DE25N	Stand with (1) x 550 Sheet Paper Drawer	367.00
MX-DE26N	Stand with (2) x 550 Sheet Paper Drawers	447.00
MX-DE27N	Stand with (3) x 550 Sheet Paper Drawers	602.00
MX-DE28N	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	785.00
MX-DE29N	Low Stand with (1) x 550 Sheet Paper Drawer (for wheelchair access)	367.00
MX-LC17N	Large Capacity Tray - 3,000 Sheets (requires MX-DE25N, MX-DE26N, MX-DE27N or MX-DE28N)	654.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
MX-TR19N	Right Side Exit Tray	74.00
Security		
MX-FR64U	Data Security Kit	243.00
Print		
MX-PK13L	Adobe PS3 Expansion Kit	202.00
MX-PF10	Bar Code Font Kit	302.00
MX-PU10L	Direct Print Expansion Kit	443.00
MX-EB18	Wireless LAN Adaptor	193.00
MX-EB19L	Enhanced Compression Kit (Compact PDF)	277.00
MX-EB20L	OCR Expansion Kit	122.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Sharp OSA®		
MX-AMX2L	OSA Application Communication Module	174.00
MX-AMX3L	OSA External Accounting Module	94.00
Fax		
MX-FX15	Facsimile Expansion Kit	456.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
MX-UT10	Utility Table	74.00



MX-M2651 / MX-M3051 / MX-M3551 / MX-M4051 Networked Digital Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM565NSupplykit	Start-up Supply Kit - 1 Toner and 1 Developer (MX-561NT & MX-561NV)	-	-	\$161.00
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN27, MX-FN28 and MX-FN29)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (MX-FN29)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN30 and MX-FN31)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (MX-FN31)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-M2651	0	\$0.0080
MX-M3051 / MX-M3551 / MX-M4051	0	\$0.0075

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-M2651	2,500	\$17.50	\$0.0070	\$21.00	\$0.0084
MX-M3051 / MX-M3551	3,000	\$19.20	\$0.0064	\$23.10	\$0.0077
MX-M4051	4,000	\$25.60	\$0.0064	\$30.80	\$0.0077

All MX-M2651 / MX-M3051 / MX-M3551 / MX-M4051 accessories	Included	Included
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MX-M3071S / MX-M3571S / MX-M4071S Networked Digital Copier

Sharp's MX-M3071S/M3571S/M4071S Advanced Series monochrome workgroup document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These MFPs are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The Monochrome Advanced Series also offers leading-edge security features to help businesses protect their data and personal information.

Sharp's customizable touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. With Sharp's MFP Voice feature available for these models, you can interact with the machine with the power of natural language. These models have standard full multifunction capability out-of-box, including copying, network printing and color network scanning. Adobe Embedded Print Engine technology direct prints PDF files from a variety of sources with greater performance and rendering accuracy.

These models integrate seamlessly with today's complex network environments, and support popular cloud services and mobile technologies. Sharp's Application Portal enables administrators to easily add new apps or update existing apps right from the MFP.

The MX-M3071S, MX-M3571S and MX-M4071S Monochrome Advanced Series offers organizations powerful multitasking features, enabling them to quickly execute the ever-changing workflow tasks of today's busy office environments.

Features at a glance

- ◆ 30 / 35 / 40 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Standard 150 sheet duplexing single-pass document feeder
- ◆ Flexible paper handling system supports media up to 110 lb cover and up to 12" x 18" through the paper trays
- ◆ Scans documents at up to 220 images per minute
- ◆ Automatic walk-up motion sensor wakes the machine, and it's ready within seconds
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction powered by Amazon Alexa. (optional hardware required)
- ◆ Large 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ Network ready PCL® 6 and Adobe® PostScript® 3™ printing systems ensure your documents print with the clarity and formatting you expect
- ◆ Access popular cloud services, such as Microsoft OneDrive™ for Business, SharePoint® Online, Google Drive™, Dropbox and more with Sharp's available Cloud Connect feature.
- ◆ Available wireless networking feature can connect directly to your network or to mobile devices for convenient printing and scanning with the Sharpdesk® Mobile App
- ◆ Easily convert documents to popular Microsoft® file formats, as well as a variety of PDF formats, with standard Optical Character Recognition (OCR) capabilities.
- ◆ 1,200 x 1,200 dpi resolution produces razor-sharp documents
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



MX-M4071S shown with optional accessories



MX-M3071S / MX-M3571S / MX-M4071S Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M3071S	30 PPM Networked B&W Digital Copier with Walk-Up Motion Sensor, Quad-Core Multitasking Controller, Retractable Keyboard, Sharp OSA® Technology (Cloud Ready) - Application Communication and External Accounting Modules, 500 GB Hard Disk Drive with Document Filing System, PCL®6 and Adobe® PostScript® 3™ Printing Systems, Network Printing, Network Scanning, 150 Sheet Duplexing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$3,224.00
MX-M3571S	35 PPM Networked B&W Digital Copier with Walk-Up Motion Sensor, Quad-Core Multitasking Controller, Retractable Keyboard, Sharp OSA® Technology (Cloud Ready) - Application Communication and External Accounting Modules, 500 GB Hard Disk Drive with Document Filing System, PCL®6 and Adobe® PostScript® 3™ Printing Systems, Network Printing, Network Scanning, 150 Sheet Duplexing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$3,717.00
MX-M4071S	40 PPM Networked B&W Digital Copier with Walk-Up Motion Sensor, Quad-Core Multitasking Controller, Retractable Keyboard, Sharp OSA® Technology (Cloud Ready) - Application Communication and External Accounting Modules, 500 GB Hard Disk Drive with Document Filing System, PCL®6 and Adobe® PostScript® 3™ Printing Systems, Network Printing, Network Scanning, 150 Sheet Duplexing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$3,867.00

Options & Accessories

Output Options (Must Choose 1)

MX-TU16	Center Exit Tray Unit	\$40.00
MX-TR20N or	Job Separator (optional, for use with MX-TU16)	24.00
MX-FN27N	Inner Finisher	660.00
MX-PN14B or	3 Hole Punch Module (for use with MX-FN27N)	367.00
MX-FN28	Stacking Finisher - 1,000 Sheets (requires MX-RB25)	1,177.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B or	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
MX-FN29	Saddle Stitch Finisher - 1,000 Sheets (requires MX-RB25)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B or	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
MX-FN30	Stacking Finisher - 3,000 Sheets (requires MX-RB25)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B or	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets (requires MX-RB25)	2,758.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00



MX-M3071S / MX-M3571S / MX-M4071S Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
MX-60ABD	Deluxe Copier Cabinet	\$121.00
MX-DE25N	Stand with (1) x 550 Sheet Paper Drawer	367.00
MX-DE26N	Stand with (2) x 550 Sheet Paper Drawers	447.00
MX-DE27N	Stand with (3) x 550 Sheet Paper Drawers	602.00
MX-DE28N	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	785.00
MX-DE29N	Low Stand with (1) x 550 Sheet Paper Drawer (for wheelchair access)	367.00
MX-LC17N	Large Capacity Tray - 3,000 Sheets (requires MX-DE25N, MX-DE26N, MX-DE27N or MX-DE28N)	654.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
MX-TR19N	Right Side Exit Tray	74.00
Security		
MX-FR64U	Data Security Kit	243.00
Print		
MX-PF10	Bar Code Font Kit	302.00
MX-EB18	Wireless LAN Adaptor	193.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Fax		
MX-FX15	Facsimile Expansion Kit	456.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
MX-UT10	Utility Table	74.00



MX-M3071S / MX-M3571S / MX-M4071S Networked Digital Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM565NSupplykit	Start-up Supply Kit - 1 Toner and 1 Developer (MX-561NT & MX-561NV)	-	-	\$161.00
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN27, MX-FN28 and MX-FN29)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (MX-FN29)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN30 and MX-FN31)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (MX-FN31)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-M3071S / MX-M3571S / MX-M4071S	0	\$0.0075

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-M3071S / MX-M3571S	3,000	\$19.20	\$0.0064	\$23.10	\$0.0077
MX-M4071S	4,000	\$25.60	\$0.0064	\$30.80	\$0.0077
All MX-M3071S / MX-M3571S / MX-M4071S accessories		Included		Included	



MX-B376WH / MX-B476WH Networked Digital A4 Copier

The MX-B376WH and MX-B476WH Advanced Series desktop monochrome document systems deliver crisp, high-quality output with exceptional ease of use. These models provide customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with high-performance features typically found on larger machines, the compact MX-B376WH and MX-B476WH deliver the productivity you need with the performance and reliability you want.

Sharp's customizable touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. With Sharp's MFP Voice feature available on these models, you can interact with the machine with the power of natural language.

These models offer out-of-the-box copy, print, scan and fax capabilities, plus standard Cloud Connect features combined with wireless networking that enable users to easily manage their workflow from PCs, smart phones and tablets. They integrate seamlessly with today's complex network environments and support popular cloud services and mobile technologies. With Sharp's Application Portal, administrators can easily add or update apps right from the touchscreen panel of the MFP.

The compact MX-B376WH and MX-B476WH Advanced Series desktop monochrome document systems offer powerful productivity features enabling users to quickly execute workflow tasks in today's busy office environments. And with Sharp's multi-layered leading edge Security Suite, these models can help protect your data and personal information from the first day of operation to the time of trade-in.

Features at a glance

- ◆ Crisp black-and-white copies at speeds of 37 PPM (MX-B376WH) and 47 PPM (MX-B476WH)
- ◆ Paper capacity maximum: 2,350 sheets (letter and legal)
 - Standard 500 sheet paper drawer and 50 sheet bypass tray
 - Optional: up to 3 additional 600 sheet paper drawers
- ◆ 50 Sheet Reversing Single Pass Feeder (MX-B376WH), 100 Sheet Duplexing Single Pass Feeder (MX-B476WH)
- ◆ Both models can feed letter size, legal size, statement size and business card size original documents
- ◆ Customizable Touchscreen display enables easy access to features and functions when setting up jobs
- ◆ Built-in Optical Character Recognition (OCR) function can convert scanned documents to text-searchable PDF format, Microsoft® Office file formats and more
- ◆ Direct print Microsoft Word, PowerPoint® and Excel® files from thumb drives, cloud applications, network folders and more. This function is enabled via Qualcomm® DirectOffice™ technology.
- ◆ Standard Compact PDF feature dramatically reduces the file size of most color scanned documents, resulting in decreased network traffic and more efficient use of disk and cloud storage
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction powered by Amazon Alexa. (optional hardware required)
- ◆ PCL® 6 and Adobe®/Postscript® 3™ network printing
- ◆ Supports popular mobile technologies, enabling users to easily print files from smart phones, tablets and even notebook computers
- ◆ Environmentally-friendly in design, engineering and manufacturing
- ◆ Dimensions 19-3/8" (w) x 20 x 3/8" (d) x 25-1/8" (h)
(Measurements for base model without Stand)



MX-B376WH shown with optional accessories



MX-B376WH / MX-B476WH Networked Digital A4 Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B376WH	37 PPM Desktop Monochrome Multi-Function Document System includes multitasking controller, 50 sheet reversing single pass feeder, PCL® 6 and Adobe PostScript® 3™ printing systems, network scanning, auto duplexing, one 500 sheet paper drawer and 50 sheet bypass tray.	\$1,680.00
MX-B476WH	47 PPM Desktop Monochrome Multi-Function Document System includes multitasking controller, 100 sheet duplexing single pass feeder, PCL® 6 and Adobe PostScript® 3™ printing systems, network scanning, auto duplexing, one 500 sheet paper drawer and 50 sheet bypass tray.	\$2,079.00

Options & Accessories

Output Options

MX-FN32	Inner Finisher	\$633.00
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Tray Options

MX-DS22N	High Stand	111.00
MX-DS23N	Low Stand	71.00
MX-CS14N	600 sheet Paper Feed Unit	108.00

Security

MX-FR63U	Data Security Kit	319.00
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Print

MX-PF10	Bar Code Font Kit	302.00
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Fax

MX-FWX1L	Internet Fax Kit	265.00
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Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
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MX-B376WH / MX-B476WH Networked Digital A4 Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MX-B455W Supplykit	Supply Kit - 1 Toner and 1 Developer (MX-B45NT & MX-B45NV)	-	-	\$59.75
<u>Staples</u>				
MX-SCX1	Staple Cartridge (5,000 staples per ctg)	3 Cartridges	15,000	\$49.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>			
MX-B376WH / MX-B476WH	0	\$0.0092			
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-B376WH / MX-B476WH	1,000	\$8.00	\$0.0080	\$9.60	\$0.0096



MX-B427W Desktop Monochrome Document System

The MX-B427W desktop monochrome document system delivers crisp, high-quality output with exceptional ease of use. This model provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with robust technology and energy efficient features, the compact MX-B427W delivers the productivity you need with the performance and reliability you want in your workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 42 ppm
- ◆ Standard copy, print, scan and fax capability right out-of-the-box
- ◆ Compact design easily fits into small offices or home workspaces in desktop or console configurations
- ◆ 50 sheet duplexing document feeder
- ◆ Offers up to three paper sources with available 900 sheet maximum paper capacity (letter/legal/statement)
- ◆ 2.8" (diagonal) color touchscreen display with user-friendly graphical interface
- ◆ Easily copy both sides of ID, business or credit cards onto one single page
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter, statement and legal size paper through the standard paper drawer or bypass tray as well as envelopes (bypass tray only)
- ◆ 600 x 600 dpi printing delivers clear, crisp images and text page after page
- ◆ Sharp Remote Device Manager (SRDM) allows administrators to have centralized control of the device over the network in order to simplify installation and management
- ◆ Protect your intellectual property: a wide range of security features help to keep your information safe, whether it's in a document, on the device, or over your network
- ◆ Convenient front-facing USB port for easy direct printing of PDF files from a USB drive without having to access a PC
- ◆ Dimensions 16.2" (w) x 14.4" (d) x 13.3" (h)



MX-B427W shown with optional accessories



MX-B427W Desktop Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B427W	42 PPM Desktop Monochrome Multi-Function Document System includes multitasking controller, 50-sheet DSPF, PCL 6 and PostScript® 3™ compatible printing systems, network scanning, auto duplexing, 1 x 250-sheet paper drawer, 100-sheet bypass tray.	\$653.00

Tray Options

MX-CS26	550 Sheet Paper Drawer	\$133.00
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Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-B42T	Black Toner Cartridge Estimated 20,000 images @ 5% Image Area/Cartridge	\$200.00
MX-B42DU	Black Drum Estimated Yield - 40,000 Images/Package	55.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>				
MX-B427W	0	\$0.0202				
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>	
MX-B427W	500	\$8.75	\$0.0175	\$10.50	\$0.0210	



MX-B467F Desktop Monochrome Document System

The MX-B467F desktop monochrome document system delivers crisp, high-quality output with exceptional ease of use. This model provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with robust technology and software typically found on full-size workgroup devices, the compact MX-B467F delivers the productivity you need with the performance and reliability you want in your workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 46 ppm
- ◆ Standard copy, print, scan and fax capability right out-of-the-box
- ◆ Compact design easily fits into small offices or home workspaces in desktop or console configurations
- ◆ 50 sheet duplexing document feeder
- ◆ Offers up to five paper sources with available 2,000 sheet maximum paper capacity (letter/legal/statement)
- ◆ 4.3" (diagonal) color touchscreen with Easy Mode tiles for smooth, tablet-style interaction
- ◆ Easily copy both sides of ID, business or credit cards onto one single page
- ◆ Optional optical character recognition (OCR) allows users to convert a scanned document into a searchable PDF file or editable Word file
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter, legal and statement size paper through the standard paper drawer or bypass tray as well as envelopes (bypass tray only)
- ◆ 1,200 x 1,200 dpi printing delivers clear, crisp images and text page after page
- ◆ Sharp Remote Device Manager (SRDM) allows administrators to have centralized control of the device over the network in order to simplify installation and management
- ◆ Protect your intellectual property: a wide range of security features help to keep your information safe, whether it's in a document, on the device, or over your network
- ◆ Convenient front-facing USB port for easy direct printing of Microsoft® Office files from a USB drive without having to access a PC
- ◆ Dimensions 19.3" (w) x 16.9" (d) x 18.8" (h)



MX-B467F shown with optional accessories



MX-B467F Desktop Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B467F	46 PPM Desktop Monochrome Multi-Function Document System includes multitasking controller, 50-sheet DSPF, PCL 6 and PostScript® 3™ compatible printing systems, network scanning, auto duplexing, 1 x 250-sheet paper drawer, 100-sheet bypass tray.	\$872.00

Tray Options

MX-CS27	250 Sheet Paper Drawer	\$107.00
MX-CS28	550 Sheet Paper Drawer	168.00

Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-B46T	Black Toner Cartridge Estimated 25,000 images @ 5% Image Area/Cartridge	\$165.00
MX-B46DU	Black Drum Estimated Yield - 60,000 Images/Package	36.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>				
MX-B467F	0	\$0.0127				
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>	
MX-B467F	500	\$5.55	\$0.0111	\$6.65	\$0.0133	



MX-M5051 / MX-M6051 Networked Digital Copier

The Sharp MX-M5051 and MX-M6051 Essentials Series monochrome document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These MFPs are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The Monochrome Essentials Series also offers leading-edge security features to help businesses protect their data and personal information.

Sharp's customizable touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. With Sharp's MFP Voice feature available for these models, you can interact with the machine with the power of natural language. These models have standard full multifunction capability out-of-box, including copying, network printing and color network scanning. Add the optional PostScript Kit to enable the Adobe Embedded Print Engine, which direct prints PDF files with greater performance and rendering accuracy.

These models integrate seamlessly with today's complex network environments, and support popular cloud services and mobile technologies. Sharp's Application Portal enables administrators to easily add new apps or update existing apps right from the MFP.

The MX-M5051 and MX-M6051 Monochrome Essentials Series document systems are feature rich and offer organizations powerful multitasking features at a strong value.

Features at a glance

- ◆ 50 / 60 PPM Black & White Output - Networked
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ 100 sheet reversing single-pass document feeder
- ◆ Flexible paper handling system supports media up to 110 lb cover and up to 12" x 18" through the paper trays
- ◆ Scans documents at up to 80 images per minute
- ◆ Large 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ Access popular cloud services, such as Microsoft OneDrive™ for Business, SharePoint® Online, Google Drive™, Dropbox and more with Sharp's available Cloud Connect feature
- ◆ With the available Optical Character Recognition (OCR) Expansion Kit, you can easily convert documents to popular Microsoft® file formats as well as a variety of PDF formats. You can also add options to Direct Print these same file types from thumb drives, cloud applications and more.
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction powered by Amazon Alexa. (optional hardware required)
- ◆ Network ready PCL® 6 and available Adobe® PostScript® 3™ printing systems ensure your documents print with the clarity and formatting you expect
- ◆ Available wireless networking feature can connect directly to your network or to mobile devices for convenient printing and scanning with the Sharpdesk® Mobile App
- ◆ Available Compact PDF feature dramatically reduces the file size of most color scanned documents, resulting in decreased network traffic and more efficient use of disk and cloud storage
- ◆ 600 x 600 dpi printing provides clear, crisp images and enhanced clarity for fine details such as small text and graphics
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



MX-M6051 shown with optional accessories



MX-M5051 / MX-M6051 Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M5051	50 PPM Networked B&W Digital Copier with Quad-Core Multitasking Controller, 500 GB Hard Disk Drive with Document Filing System, PCL®6 Printing System, Network Printing, Network Scanning, 100 Sheet Reversing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$3,921.00
MX-M6051	60 PPM Networked B&W Digital Copier with Quad-Core Multitasking Controller, 500 GB Hard Disk Drive with Document Filing System, PCL®6 Printing Systems, Network Printing, Network Scanning, 100 Sheet Reversing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$4,517.00

Options & Accessories

Output Options (Must Choose 1)

MX-TU16	Center Exit Tray Unit	\$40.00
MX-TR20N	Job Separator (optional, for use with MX-TU16)	24.00
or		
MX-FN27N	Inner Finisher	660.00
MX-PN14B	3 Hole Punch Module (for use with MX-FN27N)	367.00
or		
MX-FN28	Stacking Finisher - 1,000 Sheets (requires MX-RB25N)	1,177.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN29	Saddle Stitch Finisher - 1,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN30	Stacking Finisher - 3,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00
or		
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets (requires MX-RB25N)	2,758.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00

Paper Tray Options (Must Choose Cabinet or Stand)

MX-60ABD	Deluxe Copier Cabinet	121.00
MX-DE25N	Stand with (1) x 550 Sheet Paper Drawer	367.00
MX-DE26N	Stand with (2) x 550 Sheet Paper Drawers	447.00
MX-DE27N	Stand with (3) x 550 Sheet Paper Drawers	602.00
MX-DE28N	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	785.00
MX-DE29N	Low Stand with (1) x 550 Sheet Paper Drawer (for wheelchair access)	367.00
MX-LC17N	Large Capacity Tray - 3,000 Sheets (requires MX-DE25N, MX-DE26N, MX-DE27N or MX-DE28N)	654.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00



MX-M5051 / MX-M6051 Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Exit Tray		
MX-TR19N	Right Side Exit Tray	\$74.00
Security		
MX-FR64U	Data Security Kit	243.00
Print		
MX-PK13L	Adobe PS3 Expansion Kit	202.00
MX-PF10	Bar Code Font Kit	302.00
MX-PU10L	Direct Print Expansion Kit	443.00
MX-EB18	Wireless LAN Adaptor	193.00
MX-EB19L	Enhanced Compression Kit (Compact PDF)	277.00
MX-EB20L	OCR Expansion Kit	122.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Sharp OSA®		
MX-AMX2L	OSA Application Communication Module	174.00
MX-AMX3L	OSA External Accounting Module	94.00
Fax		
MX-FX15	Facsimile Expansion Kit	456.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
MX-UT10	Utility Table	74.00



MX-M5051 / MX-M6051 Networked Digital Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM565NSupplykit	Start-up Supply Kit - 1 Toner and 1 Developer (MX-561NT & MX-561NV)	-	-	\$161.00
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN27, MX-FN28 and MX-FN29)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (MX-FN29)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN30 and MX-FN31)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (MX-FN31)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>	
	<u>Allowance</u>	<u>Copy Charge</u>
MX-M5051	0	\$0.0073
MX-M6051	0	\$0.0070

	Zone 1			Zone 2	
	<u>Monthly Copy Allowance</u>	<u>Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-M5051	5,000	\$31.50	\$0.0063	\$38.00	\$0.0076
MX-M6051	7,500	\$45.75	\$0.0061	\$54.75	\$0.0073

All MX-M5051 / MX-M6051 accessories	Included	Included
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MX-M5071S / MX-M6071S Networked Digital Copier

The Sharp MX-M5071S and MX-M6071S Advanced Series monochrome workgroup document systems are built using the latest technology available to deliver the performance, features and reliability needed in today's busy workplace environments. These MFPs are also easy to use and offer enhanced productivity, all to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. The Monochrome Advanced Series also offers leading-edge security features to help businesses protect their data and personal information.

Sharp's customizable touchscreen display offers a user-friendly graphical interface with simplified Easy Modes, integrated user guides and quick access to network services. With Sharp's MFP Voice feature available for these models, you can interact with the machine with the power of natural language. These models have standard full multifunction capability out-of-box, including copying, network printing and color network scanning. Adobe Embedded Print Engine technology direct prints PDF files from a variety of sources with greater performance and rendering accuracy.

These models integrate seamlessly with today's complex network environments, and support popular cloud services and mobile technologies. Sharp's Application Portal enables administrators to easily add new apps or update existing apps right from the MFP.

The MX-M5071S and MX-M6071S Monochrome Advanced Series offers organizations powerful multitasking features, enabling them to quickly execute the ever-changing workflow tasks of today's busy office environments

Features at a glance

- ◆ 50 / 60 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Standard 150 sheet duplexing single-pass document feeder
- ◆ Flexible paper handling system supports media up to 110 lb cover and up to 12" x 18" through the paper trays
- ◆ Scans documents at up to 220 images per minute
- ◆ Automatic walk-up motion sensor wakes the machine, and it's ready within seconds
- ◆ Sharp's MFP Voice feature enables users to control the device with simple verbal commands. Experience a hands-free, voice-first interaction powered by Amazon Alexa. (optional hardware required)
- ◆ Large 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs
- ◆ Network ready PCL® 6 and Adobe® PostScript® 3™ printing systems ensure your documents print with the clarity and formatting you expect
- ◆ Access popular cloud services, such as Microsoft OneDrive™ for Business, SharePoint® Online, Google Drive™, Dropbox and more with Sharp's available Cloud Connect feature
- ◆ Available wireless networking feature can connect directly to your network or to mobile devices for convenient printing and scanning with the Sharpdesk® Mobile App
- ◆ Easily convert documents to popular Microsoft® file formats, as well as a variety of PDF formats, with standard Optical Character Recognition (OCR) capabilities.
- ◆ 1,200 x 1,200 dpi resolution produces razor-sharp documents
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



MX-M6071S shown with optional accessories



MX-M5071S / MX-M6071S Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M5071S	50 PPM Networked B&W Digital Copier with Walk-Up Motion Sensor, Quad-Core Multitasking Controller, Retractable Keyboard, Sharp OSA® Technology (Cloud Ready) - Application Communication and External Accounting Modules, 500 GB Hard Disk Drive with Document Filing System, PCL®6 and Adobe® PostScript® 3™ Printing Systems, Network Printing, Network Scanning, 150 Sheet Duplexing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$4,419.00
MX-M6071S	60 PPM Networked B&W Digital Copier with Walk-Up Motion Sensor, Quad-Core Multitasking Controller, Retractable Keyboard, Sharp OSA® Technology (Cloud Ready) - Application Communication and External Accounting Modules, 500 GB Hard Disk Drive with Document Filing System, PCL®6 and Adobe® PostScript® 3™ Printing Systems, Network Printing, Network Scanning, 150 Sheet Duplexing Single Pass Feeder, Auto Duplexing, 550 Sheet Paper Drawer and 100 Sheet Bypass Tray. Standard Security with End-of-Lease Feature. (650 sheets standard paper supply)	\$5,254.00

Options & Accessories

Output Options (Must Choose 1)

MX-TU16	Center Exit Tray Unit	\$40.00
MX-TR20N	Job Separator (optional, for use with MX-TU16)	24.00
or		
MX-FN27N	Inner Finisher	660.00
MX-PN14B	3 Hole Punch Module (for use with MX-FN27)	367.00
or		
MX-FN28	Stacking Finisher - 1,000 Sheets (requires MX-RB25N)	1,177.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN29	Saddle Stitch Finisher - 1,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN15B	3 Hole Punch Module (for use with MX-FN28 or MX-FN29)	367.00
or		
MX-FN30	Stacking Finisher - 3,000 Sheets (requires MX-RB25N)	1,397.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00
or		
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets (requires MX-RB25N)	2,758.00
MX-RB25N	Paper Pass Unit	205.00
MX-PN16B	3 Hole Punch Module (for use with MX-FN30 or MX-FN31)	367.00



MX-M5071S / MX-M6071S Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Paper Tray Options (Must Choose Cabinet or Stand)		
MX-60ABD	Deluxe Copier Cabinet	\$121.00
MX-DE25N	Stand with (1) x 550 Sheet Paper Drawer	367.00
MX-DE26N	Stand with (2) x 550 Sheet Paper Drawers	447.00
MX-DE27N	Stand with (3) x 550 Sheet Paper Drawers	602.00
MX-DE28N	Stand with (1) x 550 + 2,100 Sheet Split Tandem Paper Drawers	785.00
MX-DE29N	Low Stand with (1) x 550 Sheet Paper Drawer (for wheelchair access)	367.00
MX-LC17N	Large Capacity Tray - 3,000 Sheets (requires MX-DE25N, MX-DE26N, MX-DE27N or MX-DE28N)	654.00
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00
Exit Tray		
MX-TR19N	Right Side Exit Tray	74.00
Security		
MX-FR64U	Data Security Kit	243.00
Print		
MX-PF10	Bar Code Font Kit	302.00
MX-EB18	Wireless LAN Adaptor	193.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Fax		
MX-FX15	Facsimile Expansion Kit	456.00
MX-FWX1L	Internet Fax Kit	265.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector	109.00
MX-UT10	Utility Table	74.00



MX-M5071S / MX-M6071S Networked Digital Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM565NSupplykit	Start-up Supply Kit - 1 Toner and 1 Developer (MX-561NT & MX-561NV)	-	-	\$161.00
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN27, MX-FN28 and MX-FN29)	3 Cartridges	5,000 / Ctg.	\$49.00
AR-SC2	Saddle Stitch Staple Cartridge (MX-FN29)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN30 and MX-FN31)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC12	Saddle Stitch Staple Cartridge (MX-FN31)	4 Cartridges	2,000 / Ctg.	30.00
AR-SV1	Stamp Cartridge (requires AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>				
	<u>Allowance</u>	<u>Copy Charge</u>			
MX-M5071S	0	\$0.0073			
MX-M6071S	0	\$0.0070			
	<u>Monthly Copy</u>		<u>Zone 1</u>	<u>Zone 2</u>	
	<u>Allowance</u>	<u>Monthly Base</u>	<u>0 - 25 Miles</u>	<u>26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-M5071S	5,000	\$31.50	\$0.0063	\$38.00	\$0.0076
MX-M6071S	7,500	\$45.75	\$0.0061	\$54.75	\$0.0073
All MX-M5071S / MX-M6071S accessories			Included	Included	



MX-B557F Desktop Monochrome Document System

The MX-B557F desktop monochrome document system produces crisp, high-quality output with exceptional ease of use. This model provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Designed with high-performance features typically found on larger machines, the compact MX-B557F delivers the productivity and performance you need in your home office or place of business.

Features at a glance

- ◆ Productive Printing Speeds up to 55 ppm
- ◆ Standard copy, print, scan and fax capability right out-of-the-box
- ◆ Easily fits into small offices or home workplaces in desktop or console configurations
- ◆ 200 sheet duplexing document feeder scans both sides of a document in a single pass for enhanced productivity
- ◆ Offers up to five paper sources with available 3,300 sheet maximum paper capacity (letter and legal)
- ◆ 10" (diagonal) color touchscreen with adjustable viewing angle offers smooth, tablet-style interaction
- ◆ Built-in optical character recognition (OCR) allows users to convert a scanned document into a searchable PDF file or into an editable Word file
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as envelopes through the standard paper drawer or bypass tray
- ◆ 1,200 x 1,200 dpi resolution produces razor-sharp documents. PostScript® 3™ drivers offer extensive job control
- ◆ Sharp Remote Device Manager (SRDM) allows administrators to have centralized control of the networked MFP in order to simplify installation and management
- ◆ Standard compact PDF feature dramatically reduces the file size of most color scanned documents resulting in decreased network traffic and efficient use of cloud storage
- ◆ Convenient USB port located in the front of the device lets users access the machine quickly when printing direct from a USB drive
- ◆ Dimensions 45.3" (w) x 27" (d) x 27.3" (h)



MX-B557F shown with optional accessories



MX-B557F Desktop Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B557F	55 PPM Desktop Monochrome Multi-Function Document System includes multitasking controller, 200-sheet DSPF, PCL 6 and PostScript® 3™ printing systems, network scanning, auto duplexing, 2 x 550-sheet paper drawer, 100-sheet bypass tray.	\$2,811.00

Output Options

MX-FN38	Staple Finisher	\$224.00
MX-FN39	Staple Finisher with Hole Punch	505.00
MX-MS10	4-Bin Mailbox	226.00

Tray Options

MX-CS22	550 Sheet Paper Drawer	209.00
MX-CS24	2,100 Sheet Paper Drawer	418.00

Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-B70T	Black Toner Cartridge Estimated 45,000 images @ 5% Image Area/Cartridge	\$162.00
MX-B70DU	Black Drum Estimated Yield - 150,000 Images/Package	54.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>				
MX-B557F	0	\$0.0107				
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>	
MX-B557F	1,000	\$9.30	\$0.0093	\$11.20	\$0.0112	



MX-M7570 Networked Digital Copier

The Sharp MX-M7570 high-speed monochrome document system offers crisp, high quality output at speeds up to 75 pages per minute coupled with exceptional ease of use. This model is designed to provide customers with a seamless, intuitive experience, and the confidence in knowing their jobs will come out right the first time, every time. This document system focuses on user operability and draws inspiration from the latest networking and imaging technologies available today, all to create a document system that delivers the productivity you need, with the reliable performance you want.

Sharp's customizable touchscreen display offers a user-friendly graphical interface with a clean design, simplified Easy Modes and integrated operation guides. Equipped with the latest version of Sharp OSA[®] technology for easy integration with network applications and cloud services, this model can unlock advanced capabilities to help you better manage your workflow. An integrated walk-up motion sensor and an easy-to-use graphical interface combine with a fast warm up time to create a workflow experience with virtually no waiting time.

The MX-M7570 monochrome document system offers customers powerful multitasking features enabling them to quickly execute the ever-changing workflow tasks of today's busy office environments. And with Sharp's multi-layered Security Suite, this model can help protect your data and personal information from the first day of operation to the time of trade-in.

Features at a glance

- ◆ 75 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 6,700 sheets
 - 3,200 Sheets Standard Paper Capacity - One 1,250 sheet tandem tray, One 850 sheet tandem tray
 - Two 500 sheet paper trays and 100 sheet bypass tray
 - Optional 3,000 sheet ledger size large capacity cassette
 - Optional 3,500 sheet letter size large capacity cassette
- ◆ Standard 150 sheet duplexing document feeder
- ◆ Scans documents at up to 200 images per minute
- ◆ Standard security platform includes 256-bit encryption, up to 10-times data overwrite and an End-of-Lease feature that erases all data and personal information at trade-in
- ◆ Automatic walk-up motion sensor wakes the machine, and it's ready within seconds
- ◆ ImageSEND[™] feature provides one-touch distribution to email, network folders, cloud applications and more
- ◆ Large 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions
- ◆ NFC tag embedded in the bottom right corner of the control panel allows for easy connection via Sharpdesk[®] Mobile for printing and scanning on the go
- ◆ Easily access popular cloud applications, including Microsoft[®] OneDrive[®] for Business, SharePoint[®] Online, and Google Drive[™] with Sharp's Cloud Connect features
- ◆ Direct print Microsoft Word, Powerpoint[®] and Excel[®] files from thumb drives, cloud applications, network folders and more. This function is enabled via DirectOffice[™] technology
- ◆ Built-in Optical Character Recognition (OCR) function can convert scanned documents to text-searchable PDF format, Microsoft Office file formats and others
- ◆ 1,200 x 1,200 dpi resolution produces razor-sharp documents
- ◆ Dimensions 26" (w) x 30-1/2" (d) x 48" (h)
(Measurements for base model without Stand)



MX-M7570 shown with optional accessories



MX-M7570 Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M7570	75 PPM B & W Networked Digital Copier with 2,100 sheet tandem tray, 2 x 500 sheet trays, 100 sheet bypass tray, wireless connectivity, multitasking controller, retractable keyboard, Sharp OSA® technology - Application Communication and External Accounting modules, 500 GB hard disk drive with Document Filing System, PCL®6 and Adobe® PostScript® 3™ printing systems, network printing, network scanning, 150-sheet duplexing single pass feeder and auto duplexing, (3,200 sheets total paper supply)	\$8,924.00

Options & Accessories

Tray Options

MX-LC18	3,500 Sheet Large Capacity Tray (letter)	\$654.00
OR		
MX-LC19	3,000 Sheet Large Capacity Cassette (letter / letter-R / legal / ledger / 12" x 18")	1,377.00
OR		
MX-LT10	Long Paper Feeding Tray (for use with banner paper)	88.00

Exit Tray

MX-TR21	Right Side Exit Tray	74.00
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Finishing Options (Must Choose 1)

MX-TU15	Center Exit Tray	42.00
OR		
MX-FN33	Inner Finisher (requires MX-RB24)	609.00
MX-RB24	Paper Pass Unit	205.00
OR		
MX-FN34	65 Sheet Staple Finisher (3,000 sheet output capacity, requires MX-RB26)	1,397.00
MX-RB26	Paper Pass Unit	205.00
MX-PN16B	Punch Unit (optional, not required) - for use with MX-FN34	367.00
OR		
MX-FN35	65 Sheet Staple / 20 Sheet Saddle Stitch Finisher (3,000 sheet output capacity, requires MX-RB26)	2,758.00
MX-RB26	Paper Pass Unit	205.00
MX-PN16B	Punch Unit (optional, not required) - for use with MX-FN35	367.00
OR		
MX-FN21	100 Sheet Staple Finisher (4,000 sheet output capacity, requires MX-RB26 and MX-RB27)	3,240.00
MX-RB26	Paper Pass Unit	205.00
MX-RB27	Curl Correction Unit	485.00
MX-PN13B	Punch Unit (optional, not required) - for use with MX-FN21	438.00
<i>optional accessories for MX-FN21 configuration</i>		
MX-CF11	2 Tray Inserter Unit - requires MX-RB27, requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21	1,688.00
MX-FD10	Multi Folding Unit - requires MX-FN21	6,729.00
MX-RB13	Relay Unit (cannot be used with MX-FD10)	485.00
OR		



MX-M7570 Networked Digital Copier

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Finishing Options (Continued)		
MX-FN22	100 Sheet Staple / 20 Sheet Saddle Stitch Finisher (4,000 sheet output capacity, requires MX-RB26 and MX-RB27)	\$4,567.00
MX-RB26	Paper Pass Unit	205.00
MX-RB27	Curl Correction Unit	485.00
MX-PN13B	Punch Unit (optional, not required) - for use with MX-FN22	438.00
<i>optional accessories for MX-FN22 configuration</i>		
MX-CF11	2 Tray Inserter Unit - requires MX-RB27, requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN22	1,688.00
MX-FD10	Multi Folding Unit - requires MX-FN22	6,729.00
MX-RB13	Relay Unit (cannot be used with MX-FD10)	485.00
MX-TM10	Trimming Unit	2,881.00
Security Options		
MX-FR60U	Data Security Kit	243.00
Print		
MX-PF10	Bar Code Font Kit	302.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Fax		
MX-FWX1L	Internet Fax Expansion Kit	265.00
MX-FX15	Fax Expansion Kit	456.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector (Recommended for MX-FN21 and MX-FN22)	109.00
AR-D5143NT	Digital 120 Volt, 20 Amps, 2 Outlets, Power Surge Protector (Recommended for main unit)	117.00



MX-M7570 Networked Digital Copier

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM654Nsupplykit	Start-up Supply Kit - 1 Toner and 1 Developer (MX-754NT & MX-754NV)	-	-	\$175.00
<u>Staples</u>				
MX-SCX1	Staple Cartridge (MX-FN33 & MX-FN22)	3 Ctgs.	5,000 / ctg.	\$49.00
MX-SCX2	Staple Cartridge (MX-FN21 & MX-FN22)	3 Ctgs.	5,000 / ctg.	49.00
MX-SC11	Staple Cartridge (MX-FN34 and MX-FN35)	3 Ctgs.	5,000 / ctg.	49.00
MX-SC12	Staple Cartridge (MX-FN35)	4 Ctgs.	2,000 / ctg.	30.00
AR-SV1	Stamp Cartridge (AR-SU1)	2 Ctgs.		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>				
	<u>Allowance</u>	<u>Copy Charge</u>			
MX-M7570	0	\$0.0058			
			Zone 1	Zone 2	
	<u>Monthly Copy</u>	<u>Monthly Base</u>	<u>Excess Copy</u>	<u>Monthly Base</u>	<u>Excess Copy</u>
	<u>Allowance</u>	<u>0 - 25 Miles</u>	<u>Charge</u>	<u>26 - 50 Miles</u>	<u>Charge</u>
MX-M7570	10,000	\$50.00	\$0.0050	\$60.00	\$0.0060
All MX-M7570 accessories			Included	Included	



MX-M905 Networked Monochrome Document System

From walk-up office environments and corporate workgroups, to Central Reprographics Departments (CRDs) and copy rooms, the MX-M905 High-Speed Monochrome Document System offers advanced technology and features that will streamline your document workflow like never before. The MX-M905 has been designed to handle the rigors of high volume environments with the user-friendliness of a workgroup MFP. With an engine speed of 90 ppm, standard networking and flexible configurations, this high volume workhorse is a perfect fit where productivity and reliability are critical and ease of use is essential.

A large 10.1" (diagonally measured) customizable touchscreen display with a clean design enables easy access to features and functions when setting up jobs. With Sharp's micro-fine toner technology combined with 1200 x 1200 dpi print resolution and true Adobe® PostScript®, your organization can produce beautiful images and enhanced clarity for fine details such as small text and graphics. The triple air-feed paper handling option offers high reliability and is virtually maintenance-free.

Built on the latest Sharp OSA® development platform, the MX-M905 makes integration with network applications and cloud services easier than ever. Sharp's industry-leading security platform incorporates standard 256-bit data encryption and overwrite protection to safeguard your business's intellectual property. When it comes time to trade in, a convenient standard End-of-Lease feature can erase all job and user data.

Features at a glance

- ◆ 90 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 8,500 sheets
 - 3,100 Sheets Standard Paper Capacity - Tandem Sheet Drawer: One 1,200 sheet paper tray, One 800 sheet paper tray, Two 500 sheet paper trays and 100 sheet bypass tray
 - Optional 3,000 sheet letter / letter-R / legal / ledger size large capacity cassette
 - Optional 3,500 sheet letter size large capacity cassette
 - Optional 5,000 sheet letter / letter-R / legal / ledger size large capacity tray (2 drawer)
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ Advanced finishing options including a multi-folding unit and multi-position staple and saddle finisher selection
- ◆ Supports the latest Sharp OSA® development platform
- ◆ Large 10.1" high resolution touch-screen display with tilt view
- ◆ Award-winning Sharp security platform with standard data encryption, data overwrite protection and data erase
- ◆ Quickly scan both sides of a document at once with the standard 250 Sheet Duplexing Single-Pass Feeder
- ◆ Scan preview feature offers on-the-fly page editing with easy fingertip navigation
- ◆ Fully customizable home screen feature enables users to add custom backgrounds and custom icons for personalization
- ◆ Triple air-feed paper handling option offers high reliability and is virtually maintenance-free
- ◆ 1200 x 1200 dpi printing provides beautiful images and enhanced clarity for fine details such as small text and graphics
- ◆ Scans documents at up to 240 images per minute (Monochrome or Color)
- ◆ Network ready PCL®6/PostScript®3™ printing system
- ◆ Flexible paper handling system feeds up to 110 lb cover stock
- ◆ Dimensions 42-3/4" (w) x 31-1/4" (d) x 48-3/4" (h)



MX-M905 shown with optional accessories



MX-M905 Networked Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M905	90 PPM Networked B&W Digital Document System with 250 sheet Duplexing Single Pass Feeder, 3,100 Sheet Paper Capacity (tandem sheet drawer - 2,000 sheet capacity / two 500 sheet trays / 100 sheet multi-bypass tray), Wireless Connectivity, 1-TB hard disk drive, PCL6/Adobe® Postscript® 3™ Printing Systems, Network Printing, Network Scanning, Retractable Keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting Modules (3,100 sheets standard paper supply)	\$11,997.00

Options & Accessories

Tray Options

MX-LCX3N	3,000 Sheet Large Capacity Cassette (letter / letter-R / legal / ledger)	\$1,377.00
OR		
MX-LC12	3,500 Sheet Large Capacity Tray (letter)	719.00
OR		
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / letter-R / legal / ledger) - requires MX-RB16	2,837.00
MX-RB16	LCT Mounting Kit	143.00
MX-MF11	500 Sheet Multi-Bypass Tray (requires MX-LC13N) - optional, not required	771.00

Finishing Options (Must Choose 1)

MX-FN30	Stacking Finisher - 3,000 Sheets	1,397.00
MX-PN16B	3 Hole Punch Module	367.00
OR		
MX-FN31	Saddle Stitch Finisher - 3,000 Sheets	2,758.00
MX-PN16B	3 Hole Punch Module	367.00
OR		
MX-FN21	100 Sheet Staple Finisher (4,000 sheet output capacity) - requires MX-RB18	3,240.00
MX-RB18	Curl Correction Unit	485.00
<i>optional accessories for MX-FN21 configuration</i>		
MX-CF11	2 Tray Inserter Unit - requires MX-RB18; requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21 or MX-FN22; requires an MX-FN21 or MX-FN22 if not connecting directly to a MX-GBCX2	1,688.00
MX-RB13	Relay Unit - required for MX-GBCX2 or if connecting an MX-FN21/FN22 directly to an MX-CF11	485.00
MX-FD10	Multi Folding Unit - requires MX-RB18 and MX-FN21 or MX-FN22	6,729.00
MX-SL10N	Status Indicator	282.00
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
OR		
MX-FN22	100 Sheet Staple / 20 Sheet Saddle Stitch Finisher (4,000 sheet output capacity) - requires MX-RB18	4,567.00
MX-RB18	Curl Correction Unit	485.00
<i>optional accessories for MX-FN22 configuration</i>		
MX-CF11	2 Tray Inserter Unit - requires MX-RB18; requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21 or MX-FN22; requires an MX-FN21 or MX-FN22 if not connecting directly to a MX-GBCX2	1,688.00
MX-RB13	Relay Unit - required for MX-GBCX2 or if connecting an MX-FN21/FN22 directly to an MX-CF11	485.00
MX-FD10	Multi Folding Unit - requires MX-RB18 and MX-FN21 or MX-FN22	6,729.00
MX-SL10N	Status Indicator	282.00
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
MX-TM10	Trimming Unit	2,881.00



MX-M905 Networked Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Security Options		
MX-FR54U	Data Security Kit	\$366.00
Print		
MX-PF10	Bar Code Font Kit	302.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
Fax		
MX-FWX1L	Internet Fax Expansion Kit	265.00
MX-FX15	Fax Expansion Kit	456.00
GBC Binding		
Main Unit Components		
MX-GBCX2	GBC SmartPunch Pro™ - requires MX-RB13	8,241.00
GBC Accessories		
MX-GBC03	3-Hole Die Set	473.00
MX-GBC11	11-Hole VeloBind Set	558.00
MX-GBC19	19-Hole CombBind Die Set	558.00
MX-GBC21	21-Hole WireBind Die Set	558.00
MX-GBC32	32-Hole WireBind Die Set	558.00
MX-GBC44	44-Hole Color Coil Die Set	558.00
MX-GBC32PRO	32-Hole ProClick Die Set	558.00
MX-GBC51	19-Hole CombBind Heavy Duty Die Set	1,850.00
MX-GBC52	44-Hole Color Coil Heavy Duty Die Set	1,749.00
MX-GBC53	3-Hole Heavy Duty Die Set	1,040.00
Miscellaneous		
MX-E524ZNT	Digital 208/230 Volt, 20 Amps Power Surge Protector (Recommended for main unit)	157.00
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector (Recommended for MX-FN21, MX-FN22 and MX-LC13N)	109.00



MX-M905 Networked Monochrome Document System

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM904SupplyKit	Supply Kit - 1 Toner & 1 Developer (MX-900NT & MX-900NV)	-	-	\$195.90
<u>Staples/Misc.</u>				
AR-SC2	Staple Cartridge (MX-FN24 and MX-FN25)	3 Cartridges	5,000 / Ctg.	\$49.00
MX-SCX1	Staple Cartridge (MX-FN22)	3 Cartridges	5,000 / Ctg.	49.00
MX-SCX2	Staple Cartridge (MX-FN21 and MX-FN22)	3 Cartridges	5,000 / Ctg.	49.00
MX-SCX3	Staple Cartridge (MX-FN25)	4 Cartridges	2,000 / Ctg.	49.00
AR-SV1	Stamp Cartridge (AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>				
	<u>Allowance</u>	<u>Copy Charge</u>			
MX-M905	0	\$0.0045			
	<u>Zone 1</u>		<u>Zone 2</u>		
	<u>Monthly Copy Allowance</u>	<u>Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-M905	20,000	\$80.00	\$0.0040	\$96.00	\$0.0048
All MX-M905 accessories		Included		Included	



MX-M1056 / MX-M1206 Networked Monochrome Document System

From scan-centric environments to in-plant copy rooms, the Sharp monochrome Pro Series MX-M1056 and MX-M1206 deliver advanced features that can help streamline your workflow like never before. These models are built on proven technology with award-winning reliability to handle the rigorous demands of high-volume environments.

The MX-M1056 and MX-M1206 include a large, high-resolution 15.4" color touchscreen display with integrated keyboard and touch pad that offers a user-friendly graphical interface with simplified Easy Modes, intuitive job management and quick access to network services. GBC SmartPunch™ Plus is available as a fully automated in-line punching system that dramatically streamlines workflow from printing to punching, perforating or creasing in one easy step. The powerful Fiery Print Server is available for advanced workflows and high productivity. Command WorkStation is fully integrated with the Sharp touchscreen for unmatched control and ease-of-use.

Features at a glance

- ◆ 105 / 120 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 13,500 sheets
 - 3,000 Sheets Standard Paper Capacity - Tandem Sheet Drawer: One 1,200 sheet paper tray, One 800 sheet paper tray and Two 500 sheet paper trays
 - Optional Triple Air-feed 2 Drawer 2,500 sheet (each drawer) large capacity cassette - letter / legal / ledger / statement / 12" x 18" size
 - Optional 3,500 sheet letter size large capacity cassette
- ◆ 300 sheet duplexing single pass feeder (DSPF) scans documents at up to 240 images per minute
- ◆ Scan preview feature offers on-the-fly page editing with easy fingertip navigation
- ◆ Triple air-feed paper handling option offers high reliability and is virtually maintenance free
- ◆ Print Engine Paper Catalog stores up to 1,000 media profiles for optimal print quality
- ◆ Adobe Embedded Print Engine technology, which direct prints PDF files from a variety of sources with greater performance and rendering accuracy
- ◆ Available Fiery® Print Server delivers performance-boosting features that shorten turnaround times
- ◆ High-performance print controller with included PCL®6 and Adobe PostScript 3
- ◆ Flexible paper handling system supports media up to 110 lb cover stock
- ◆ 1200 x 1200 dpi printing provides beautiful images and enhanced clarity for fine details such as small text and graphics
- ◆ Easily access popular cloud applications, including Microsoft® OneDrive® for Business, SharePoint® Online, Box and Google Drive™, with the Sharp Cloud Connect feature
- ◆ Standard Job Management features make it easy to print on-demand as well as view jobs, retain jobs, combine jobs, select print settings and more
- ◆ Easily convert documents to popular Microsoft® file formats, as well as a variety of PDF formats, with standard OCR (optical character recognition) capabilities
- ◆ Leading-edge, multi-layered security features include Firmware Attack Prevention and Self Recovery, Application Whitelisting, and the convenient Sharp End-of-Lease feature, which erases all data from the device at time of trade-in
- ◆ Dimensions 45" (w) x 30-1/2" (d) x 60-1/4" (h)



MX-M1206 shown with optional accessories





MX-M1056 / MX-M1206 Networked Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-M1056	105 PPM Networked B&W Document System with 15.4" control panel, 300 sheet/150 business card Duplexing Single Pass Feeder, 3,000 Sheet Paper Capacity, Swing Out Keyboard, 1-TB hard disk drive, PCL6/Adobe Postscript 3 Network Printing, Color Network Scanning, and Sharp OSA® technology (Cloud Ready) - Application Communication Module and External Accounting Module. Standard security with End-of-Lease data erase feature. (3,000 sheets standard paper supply)	\$14,156.00
MX-M1206	120 PPM Networked B&W Document System with 15.4" control panel, 300 sheet/150 business card Duplexing Single Pass Feeder, 3,000 Sheet Paper Capacity, Swing Out Keyboard, 1-TB hard disk drive, PCL6/Adobe PostScript 3 Network Printing, Color Network Scanning, and Sharp OSA® technology (Cloud Ready) - Application Communication Module and External Accounting Module. Standard security with End-of-Lease data erase feature. (3,000 sheets standard paper supply)	\$18,211.00

Options & Accessories

Tray Options (Must Choose 1 Group from List Below)

MX-MFX1	100 Sheet Multi-Bypass Tray	\$524.00
OR		
MX-LC12	3,500 Sheet Large Capacity Tray (letter) - requires MX-MFX1	719.00
MX-MFX1	100 Sheet Multi-Bypass Tray	524.00
OR		
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / legal / ledger / 12" x 18") - requires MX-RB16	2,837.00
MX-RB16	LCT Mounting Kit	143.00
MX-MF11	500 Sheet Multi-Bypass Tray (requires MX-LC13N, not compatible with MX-MFX1) - optional, not required	771.00
OR		
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / legal / ledger / 12" x 18") - requires MX-RB16	2,837.00
MX-LC13N	5,000 Sheet Large Capacity Two Drawer Air Feed Tray (letter / legal / ledger / 12" x 18") - requires MX-RB17	2,837.00
MX-RB16	LCT Mounting Kit	143.00
MX-RB17	LCT Tandem Connecting Kit (required for connecting 2 MX-LC13N Large Capacity Trays)	836.00
MX-MF11	500 Sheet Multi-Bypass Tray (requires MX-LC13N, not compatible with MX-MFX1) - optional, not required	771.00

Finishing Options (Must Choose 1)

MX-FN21	100 Sheet Staple Finisher (4,000 sheet output capacity) - requires MX-RB18	3,240.00
MX-RB18	Curl Correction Unit	485.00
<i>optional accessories for MX-FN21 configuration</i>		
MX-CF11	2 Tray Inserter Unit - requires MX-RB18; requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21 or MX-FN22; requires an MX-FN21 or MX-FN22 if not connecting directly to a MX-GBCP3	1,688.00
MX-RB13	Relay Unit - required for MX-GBCP3 or if connecting an MX-FN21/FN22 directly to an MX-CF11	485.00
MX-FD10	Multi Folding Unit - requires MX-RB18 and MX-FN21 or MX-FN22	6,729.00
MX-SL10N	Status Indicator	282.00
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
MX-BM50	Plockmatic Booklet Maker - requires MX-FN21 and MX-PCB50, (MX-XB50 highly recommended)	8,649.00
MX-PCB50	Plockmatic Interface Kit - required for MX-BM50	44.00
MX-CF50	Plockmatic Cover Feeder	2,379.00
MX-FD50	Plockmatic Square Folder - requires MX-TM50	6,069.00
MX-TM50	Plockmatic Trimmer	6,069.00
MX-XB50	Plockmatic Rail Unit	222.00
OR		



MX-M1056 / MX-M1206 Networked Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
Finishing Options (Continued)		
MX-FN22	100 Sheet Staple / 20 Sheet Saddle Stitch Finisher (4,000 sheet output capacity) - requires MX-RB18	\$4,567.00
MX-RB18	Curl Correction Unit	485.00
<i>optional accessories for MX-FN22 configuration</i>		
MX-CF11	2 Tray Inserter Unit - requires MX-RB18; requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21 or MX-FN22; requires an MX-FN21 or MX-FN22 if not connecting directly to a MX-GBCP3	1,688.00
MX-RB13	Relay Unit - required for MX-GBCP3 or if connecting an MX-FN21/FN22 directly to an MX-CF11	485.00
MX-FD10	Multi Folding Unit - requires MX-RB18 and MX-FN21 or MX-FN22	6,729.00
MX-SL10N	Status Indicator	282.00
MX-PN13B	Punch Unit - for use with MX-FN21 or MX-FN22	438.00
MX-TM10	Trimming Unit	2,881.00
Security Options		
MX-FR66U	Commercial Data Security Kit	366.00
Print		
MX-PF10	Bar Code Font Kit	302.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00
OR		
MX-PX16	Fiery Interface Kit (required for MX-PE16)	1,467.00
MX-PE16	Fiery Print Server (requires MX-PX16)	4,423.00
MX-PEIVB	Fiery Image Viewer for Black and White Software	1,462.00
MX-PEHD16	EFI Removable Hard Disk Drive Kit for MX-PE16	1,157.00
MX-PEFIS	Fiery Impose Software	1,462.00
MX-PEFC	Fiery Compose Software	681.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	1,855.00
MX-PEJMM	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	2,661.00
MX-PEJMM	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJMM1)	579.00
MX-PEJ11	Fiery JobMaster + Fiery Impose Software Bundle (includes MX-PEJMM 1-year SMSA)	3,748.00
MX-PEJIM	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJ11)	801.00
MX-PEJF1	Fiery JobFlow Software (includes MX-PEJFM 1-year SMSA)	3,464.00
MX-PEJFM	Fiery JobFlow 1-year Software Maintenance and Support Agreement (SMSA) (available for MX-PEJF1)	801.00
MX-PEAAEP	Adobe Acrobat Pro 2017 + Enfocus PitStop Edit 2019 (for use with Fiery Impose/Compose/JobMaster Softwa	309.00
MX-PESP3	EFI ES-3000 Spectrophotometer	811.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	78.00



MX-M1056 / MX-M1206 Networked Monochrome Document System

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
GBC Binding		
Main Unit Components		
MX-GBCP3	GBC SmartPunch Plus - requires Die Set and MX-RB13	\$8,327.00
GBC Accessories		
MX-GBCP19	CombBind Die Set	612.00
MX-GBCP51HD	Comb Bind HD Die	1,851.00
MX-GBCP32SQ	Twin Loop Die 32 SQ	612.00
MX-GBCP21SQ	Twin Loop Die 21 SQ	612.00
MX-GBCP32RND	Twin Loop Die 32 RND	612.00
MX-GBCP21RND	Twin Loop Die 21 RND	612.00
MX-GBCP44RND	Color Coil Die 44 RND	612.00
MX-GBCP52HD	Color Coil Die 44 RND HD	1,757.00
MX-GBCP44OVL	Color Coil Die 44 OVL	1,358.00
MX-GBCP11	Velobind Die 11 Hole	612.00
MX-GBCP03	3-Hole Punch Die	598.00
MX-GBCP53HD	3-Hole Punch Die HD	1,082.00
MX-GBCP357	3/5/7-Hole Punch Die	598.00
MX-GBCPCR	Creasing Die	1,673.00
MX-GBCPPF12	Perforation Die 12 TPI	1,462.00
MX-GBCPPF9	Perforation Die 9 TPI	1,462.00
Miscellaneous		
MX-E524ZNT	Digital 208/230 Volt, 20 Amps Power Surge Protector (Recommended for MX-M1056/M1206 main unit)	157.00
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Power Surge Protector (Recommended for MX-BM50, MX-FN21, MX-FN22 and MX-LC13N)	109.00



MX-M1056 / MX-M1206 Networked Monochrome Document System

SUPPLY PRICING

<u>Model</u>	<u>Description</u>	<u>Units Per Carton</u>	<u>Estimated Yield</u>	<u>Purchase Price</u>
MXM904SupplyKit	Supply Kit - 1 Toner & 1 Developer (MX-900NT & MX-900NV)	-	-	\$195.90
<u>Staples/Misc.</u>				
MX-SCX1	Staple Cartridge (MX-FN22)	3 Cartridges	5,000 / Ctg.	\$49.00
MX-SCX2	Staple Cartridge (MX-FN21 and MX-FN22)	3 Cartridges	5,000 / Ctg.	49.00
MX-SC50	Plockmatic Staples (MX-BM50)	3 Cartridges	5,000 / Ctg.	70.00
AR-SV1	Stamp Cartridge (AR-SU1)	2 Cartridges		39.90

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy</u>				
	<u>Allowance</u>	<u>Copy Charge</u>			
MX-M1056 / MX-M1206	0	\$0.0045			
	<u>Monthly Copy</u>				
	<u>Allowance</u>	<u>Copy Charge</u>			
MX-M1056 / MX-M1206	20,000	\$80.00			
All MX-M1056 / MX-M1206 accessories					



SHARP®

Desktop Printers



DX-B351PL Desktop Monochrome Printer

The Sharp DX-B351PL Essentials Series Monochrome Printer delivers an output speed of up to 35 pages per minute with proven durability and a low cost of operation. The DX-B351PL also provides a compact footprint combined with secure network printing, making it a great choice for confidential printing in executive offices, human resource departments and restricted areas of the workplace. Developed with the business user in mind, the DX-B351PL offers a low cost-per-page which helps keep office expenses under control.

Features at a glance

- ◆ Productive Printing Speeds up to 35 ppm (letter and legal)
- ◆ Easy-to-use two-line LCD operational panel
- ◆ Simple and convenient one step installation process
- ◆ Automatic two-sided function for duplex printing
- ◆ Compact design easily fits into small office spaces in desktop or workgroup environments
- ◆ 1,200 x 1,200 dpi printing delivers clear, crisp images and text page after page
- ◆ Front facing bypass tray for easy printing of envelopes, labels and specialty media
- ◆ PCL® 6 and Adobe® Postscript® Printing
- ◆ Silent mode creates less noise and helps maintain a comfortable environment
- ◆ Dimensions 14" (w) x 13" (d) x 9" (h)





DX-B351PL Desktop Monochrome Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
DX-B351PL	35 PPM Desktop Monochrome Printer includes 2 Line LCD operation panel, wired connectivity, PCL® 6 and Adobe® PostScript® printing systems, auto duplexing, 1 x 250-sheet paper drawer, 1-sheet bypass tray.	\$233.00

Options & Accessories

Supplies

DX-B35TB	Black Toner Cartridge Estimated 3,000 images @ 5% Image Area/Cartridge	\$26.00
DX-B35DU	Drum 12K black images	50.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>				
DX-B351PL	0	\$0.0246				
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>	
DX-B351PL	500	\$10.70	\$0.0214	\$12.85	\$0.0257	



DX-B352P Desktop Monochrome Printer

The Sharp DX-B352P desktop monochrome printer delivers output speeds of up to 35 pages per minute with advanced durability to ensure years of reliable and carefree operation. Offering both wired and wireless network connectivity, along with a compact footprint, this printer can adapt to any busy office or home environment. The DX-B352P even makes changing supplies easy. Utilizing a single cartridge supply system, users can quickly change all key components by simply replacing one cartridge.



Features at a glance

- ◆ Productive Printing Speeds up to 35 ppm (letter and legal)
- ◆ Triple your printing with optional paper drawer, 1,410-sheet maximum paper capacity
- ◆ Automatic two-sided function for duplex printing
- ◆ 1,200 x 1,200 dpi printing delivers clear, crisp images and text page after page
- ◆ PCL® 6 and Adobe® Postscript® 3 Printing
- ◆ Compact design easily fits into small office spaces
- ◆ Standard wireless network connectivity
- ◆ Single toner and drum supply component
- ◆ Easily print documents from mobile devices
- ◆ Auto-sleep mode creates less noise pollution and gives peace of mind
- ◆ Dimensions 14-2/3" (w) x 11-1/3" (h)



DX-B352P shown with optional accessories



DX-B352P Desktop Monochrome Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
DX-B352P	35 PPM Desktop Monochrome Printer includes 2 Line LCD operation panel, wireless and wired connectivity, PCL® 6 and Adobe® PostScript® 3™ printing systems, auto duplexing, 1 x 250-sheet paper drawer, 60-sheet bypass tray.	\$303.00

Options & Accessories

Tray Options

DX-CS11	550 Sheet Paper Drawer	\$107.00
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Supplies

DX-B35TD	Black Toner and Drum Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	\$47.00
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FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>				
DX-B352P	0	\$0.0161				
	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>	
DX-B352P	500	\$7.00	\$0.0140	\$8.40	\$0.0168	



MX-C407P Desktop Color Printer

The MX-C407P desktop color printer delivers crisp, high-quality output with exceptional ease of use. This compact printer provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Packed with robust technology and features typically found on multifunction printers, the MX-C407P will give customers the confidence to print any size job from their workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 40 ppm
- ◆ Compact design easily fits into small spaces in desktop or console configurations
- ◆ Offers up to four paper sources with available 1,451 sheet maximum paper capacity (letter and legal)
- ◆ Intuitive 4.3" (diagonal) touchscreen offers print preview menu to ensure your documents are printed with precision
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as envelopes and labels through the standard paper drawer and bypass tray
- ◆ 1,200 x 1,200 dpi resolution produces razor sharp documents
- ◆ 1 sheet bypass tray for envelopes, labels and specialty media
- ◆ PCL® 6 and Postscript® 3™ compatible printing
- ◆ Convenient front-facing USB port provides easy access for direct printing from flash drives and thumb drives
- ◆ Dimensions 17.4" (w) x 16.6" (d) x 12.1" (h)



MX-C407P shown with optional accessories



MX-C407P Desktop Color Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-C407P	40 PPM Desktop Color Printer includes multitasking controller, PCL® 6 and PostScript® 3™ printing systems, auto duplexing, 1 x 250-sheet paper drawer, 1-sheet bypass tray.	\$643.00

Options & Accessories

Tray Options

MX-CS18	550 Sheet Paper Drawer	\$163.00
MX-CS20	650 Sheet Dual Paper Feed Unit	163.00

Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-C35TB	Black Toner Cartridge Estimated 9,000 images @ 5% Image Area/Cartridge	\$80.00
MX-C35TC	Cyan Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	89.00
MX-C35TM	Magenta Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	89.00
MX-C35TY	Yellow Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge	89.00
MX-C35DU-B	Black Imaging Kit (includes drum/developer) Estimated Yield - 125,000 Images/Package	186.00
MX-C35DU-S	Black and Color Imaging Kit (includes drum/developer) Estimated Yield - 125,000 Images/Package	246.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-C407P - color	0	\$0.0856
MX-C407P - black	0	\$0.0193

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-C407P - color	500	\$37.25	\$0.0745	\$44.70	\$0.0894
MX-C407P - black	750	\$12.60	\$0.0168	\$15.15	\$0.0202



MX-B427PW Desktop Monochrome Printer

The MX-B427PW desktop monochrome printer delivers crisp, high-quality output with exceptional ease of use. This ultra-compact printer provides customers with a simplified user experience and the confidence of knowing their jobs will come out right the first time, every time. The MX-B427PW is equipped with economical features that reduce energy consumption both while in use and during sleep mode. Offering versatile paper handling and wireless capability right out of the box, the MX-B427PW is the perfect solution for the workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 42 ppm
- ◆ Easy-to-use 2-line LCD operation panel
- ◆ Compact design easily fits into small spaces in desktop or console configurations
- ◆ Standard automatic two-sided printing
- ◆ Offers up to three paper sources with available 900 sheet maximum paper capacity
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and notebook computers
- ◆ Supports letter and legal size paper through the standard paper drawer and bypass tray as well as envelopes (bypass tray only)
- ◆ Sharp Remote Device Manager* (SRDM) allows administrators to have centralized control of their networked printers in order to simplify installation and management
- ◆ 600 x 600 dpi printing delivers clear, crisp images and text page after page
- ◆ 100 sheet bypass tray for envelopes, heavy paper and specialty media
- ◆ Standard PCL® 6 and Postscript® 3™ compatible printing capability
- ◆ Dimensions 14.5" (w) x 14.3" (d) x 8.7" (h)

*Some SRDM features are not available. Contact your Sharp representative for availability and details.



MX-B427PW shown with optional accessories



MX-B427PW Desktop Monochrome Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B427PW	42 PPM Desktop Monochrome Printer includes 2-line LCD control panel, PCL® 6 and PostScript® 3™ compatible printing systems, auto duplexing, 1 x 250-sheet paper drawer, 100-sheet bypass tray.	\$327.00

Options & Accessories

Tray Options		
MX-CS26	550 Sheet Paper Drawer	\$133.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
Supplies		
MX-B42T	Black Toner Cartridge Estimated 20,000 images @ 5% Image Area/Cartridge	\$200.00
MX-B42DU	Black Drum Estimated Yield - 40,000 Images/Package	55.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-B427PW	0	\$0.0202

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-B427PW	500	\$8.75	\$0.0175	\$10.50	\$0.0210



MX-B467P Desktop Monochrome Printer

The MX-B467P desktop monochrome printer delivers crisp, high-quality output with exceptional ease of use. This compact printer provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Equipped with robust technology and economical features that reduce energy consumption both while in use and during sleep mode, the MX-B467P is the perfect size solution for the workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 46 ppm
- ◆ 2.4" (diagonal) color LCD panel with keypad for easy configuration of printer settings
- ◆ Compact design easily fits into small spaces in desktop or console configurations
- ◆ Standard automatic two-sided printing
- ◆ Offers up to five paper sources with available 2,000 sheet maximum paper capacity
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and notebook computers
- ◆ Supports letter and legal size paper through the standard paper drawer and bypass tray as well as envelopes (bypass tray only)
- ◆ Sharp Remote Device Manager* (SRDM) allows administrators to have centralized control of their networked printers in order to simplify installation and management
- ◆ Direct printing of TIFF, JPEG, PDF, or XPS files without using the printer driver
- ◆ 1,200 x 1,200 dpi printing delivers clear, crisp images and text page after page
- ◆ 100 sheet bypass tray for envelopes, heavy paper and specialty media
- ◆ Standard PCL® 6 and Postscript® 3™ compatible printing capability
- ◆ Dimensions 15.7" (w) x 14.7" (d) x 10.2" (h)

*Some SRDM features are not available. Contact your Sharp representative for availability and details.



MX-B467P shown with optional accessories



MX-B467P Desktop Monochrome Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B467P	46 PPM Desktop Monochrome Printer includes 2.4-inch control panel, PCL® 6 and PostScript® 3™ compatible printing systems, auto duplexing, 1 x 250-sheet paper drawer, 100-sheet bypass tray.	\$429.00

Options & Accessories

Tray Options		
MX-CS27	250 Sheet Paper Drawer	\$107.00
MX-CS28	550 Sheet Paper Drawer	168.00
Miscellaneous		
AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
Supplies		
MX-B46T	Black Toner Cartridge Estimated 25,000 images @ 5% Image Area/Cartridge	\$165.00
MX-B46DU	Black Drum Estimated Yield - 60,000 Images/Package	36.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-B467P	0	\$0.0127

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-B467P	500	\$5.55	\$0.0111	\$6.65	\$0.0133



MX-C507P Desktop Color Printer

The MX-C507P desktop color printer delivers crisp, high-quality output with exceptional ease of use. This compact printer provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Packed with robust technology and features typically found on multifunction printers, the MX-C507P will give customers the confidence to print any size job from their workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 50 ppm
- ◆ Compact design easily fits into small spaces in desktop or console configurations
- ◆ Offers up to five paper sources with available 2,300 sheet maximum paper capacity (letter and legal)
- ◆ Intuitive 4.3" (diagonal) touchscreen offers print preview menu to ensure your documents are printed with precision
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as envelopes and labels through the standard paper drawer and bypass tray
- ◆ 1,200 x 1,200 dpi resolution produces razor sharp documents
- ◆ 100 sheet bypass tray for envelopes, labels and specialty media
- ◆ Standard PCL® 6 and Postscript® 3™ compatible printing delivers clear, crisp professional output
- ◆ Convenient front-facing USB port provides easy access for direct printing from flash drives and thumb drives
- ◆ Dimensions 18.7" (w) x 19.5" (d) x 16.4" (h)



MX-C507P shown with optional accessories



MX-C507P Desktop Color Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-C507P	50 PPM Desktop Color Printer includes multitasking controller, PCL® 6 and PostScript® 3™ printing systems, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray.	\$934.00

Options & Accessories

Tray Options

MX-CS17	550 Sheet Paper Drawer	\$245.00
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Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-C51TB	Black Toner Cartridge Estimated 16,000 images @ 5% Image Area/Cartridge	\$113.00
MX-C51TC	Cyan Toner Cartridge Estimated 10,000 images @ 5% Image Area/Cartridge	143.00
MX-C51TM	Magenta Toner Cartridge Estimated 10,000 images @ 5% Image Area/Cartridge	143.00
MX-C51TY	Yellow Toner Cartridge Estimated 10,000 images @ 5% Image Area/Cartridge	143.00
MX-C50DU-B	Black Imaging Kit (includes drum/developer) Estimated Yield - 150,000 Images/Package	59.00
MX-C50DU-S	Cyan/Magenta/Yellow Imaging Kit (includes drum/developer) Estimated Yield - 150,000 Images/Package	196.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-C507P - color	0	\$0.0856
MX-C507P - black	0	\$0.0193

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-C507P - color	500	\$37.25	\$0.0745	\$44.70	\$0.0894
MX-C507P - black	1,000	\$16.80	\$0.0168	\$20.20	\$0.0202



MX-C607P Desktop Color Printer

The MX-C607P desktop color printer delivers crisp, high-quality output with exceptional ease of use. This compact printer provides customers with an intuitive user experience and the confidence of knowing their jobs will come out right the first time, every time. Packed with robust technology and features typically found on multifunction printers, the MX-C607P will give customers the confidence to print any size job from their workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 60 ppm
- ◆ Compact design easily fits into small spaces in desktop or console configurations
- ◆ Offers up to six paper sources with available 4,500 sheet maximum paper capacity (letter and legal)
- ◆ Intuitive 4.3" (diagonal) touchscreen offers print preview menu to ensure your documents are printed with precision
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as labels through the standard paper and envelopes through the bypass tray
- ◆ Optional finisher offers up to 300 sheet stapling for more functionality
- ◆ 1,200 x 1,200 dpi resolution produces razor sharp documents
- ◆ 100 sheet bypass tray for envelopes, labels and specialty media
- ◆ Standard PCL® 6 and Postscript® 3™ compatible printing delivers clear, crisp professional output
- ◆ Convenient front-facing USB port provides easy access for direct printing from flash drives and thumb drives
- ◆ Dimensions 22" (w) x 20.6" (d) x 21.12" (h)



MX-C607P shown with optional accessories



MX-C607P Desktop Color Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-C607P	60 PPM Desktop Color Printer includes multitasking controller, PCL® 6 and PostScript® 3™ printing systems, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray.	\$1,306.00

Options & Accessories

Output Options

MX-FN37	Staple Finisher	\$286.00
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Tray Options

MX-CS16	550 Sheet Paper Drawer	245.00
MX-CS19	2,200 Sheet Paper Drawer	740.00

Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-C55TB	Black Toner Cartridge Estimated 25,000 images @ 5% Image Area/Cartridge	\$127.00
MX-C55TC	Cyan Toner Cartridge Estimated 20,000 images @ 5% Image Area/Cartridge	280.00
MX-C55TM	Magenta Toner Cartridge Estimated 20,000 images @ 5% Image Area/Cartridge	280.00
MX-C55TY	Yellow Toner Cartridge Estimated 20,000 images @ 5% Image Area/Cartridge	280.00
MX-C60DU-B	Black Drum Estimated Yield - 175,000 Images/Package	58.00
MX-C60DU-S	Color Drum Estimated Yield - 175,000 Images/Package	173.00
MX-C60DV-B	Black Developer Estimated Yield - 300,000 Images/Package	61.00
MX-C60DV-S	Cyna/Magenta/Yellow Developer Estimated Yield - 300,000 Images/Package	184.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-C607P - color	0	\$0.0856
MX-C607P - black	0	\$0.0161

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-C607P - color	500	\$37.25	\$0.0745	\$44.70	\$0.0894
MX-C607P - black	1,000	\$14.00	\$0.0140	\$16.80	\$0.0168



MX-B557P / MX-B707P Desktop Monochrome Printer

The MX-B557P and MX-B707P monochrome desktop printers deliver crisp, high-quality output with exceptional ease of use. These printers provide users with an intuitive touchscreen and advanced durability to ensure years of reliable and carefree operation. Packed with high-performance features and finishing typically found on multifunction printers, the MX-B557P and MX-B707P will give customers the confidence to print any size job from their workplace or home office.

Features at a glance

- ◆ Productive Printing Speeds up to 55 ppm (MX-B557P) and 70 ppm (MX-B707P)
- ◆ Offers up to five paper sources with available 4,400 sheet maximum paper capacity (letter and legal)
- ◆ Intuitive 4.3" (diagonal) touchscreen offers print preview menu to ensure your documents are printed with precision
- ◆ Supports popular mobile technologies, enabling users to easily print files from smartphones, tablets and even notebook computers
- ◆ Supports letter and legal size paper as well as envelopes through the standard paper drawer and bypass tray
- ◆ Optional finisher offers up to 500 sheet stapling and available hole punching
- ◆ 1,200 x 1,200 dpi resolution produces razor sharp output
- ◆ 100 sheet bypass tray for envelopes, labels and specialty media
- ◆ Standard PCL® 6 and Postscript® 3™ printing capability
- ◆ Convenient front-facing USB port provides easy access for direct printing from flash drives and thumb drives
- ◆ Dimensions 19-1/4" (w) x 20-3/8" (d) x 17-5/16" (h)



MX-707P shown with optional accessories



MX-B557P / MX-B707P Desktop Monochrome Printer

Sourcewell Contract #030321-SEC

Model Number	Description	Contract Pricing
MX-B557P	55 PPM Desktop Monochrome Printer includes multitasking controller, PCL® 6 and PostScript® 3™ printing systems, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray.	\$878.00
MX-B707P	70 PPM Desktop Monochrome Printer includes multitasking controller, PCL® 6 and PostScript® 3™ printing systems, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray.	\$1,459.00

Options & Accessories

Output Options

MX-FN38	Staple Finisher	\$224.00
MX-FN39	Staple Finisher with Hole Punch	505.00
MX-MS10	4-Bin Mailbox for use with MX-FN38 (cannot be used with MX-TR22 or MX-TR23)	226.00
MX-TR22	Output Expander (requires MX-TR23)	113.00
MX-TR23	High Capacity Output Expander (requires MX-TR22)	382.00

Tray Options

MX-CS21	250 Sheet Paper Drawer	148.00
MX-CS23	550 Sheet Paper Drawer	214.00
MX-CS25	2,100 Sheet Paper Drawer	383.00

Miscellaneous

AR-D5133NT	Digital 120 Volt, 15 Amps, 2 Outlets, Maximum Power Surge Protector	109.00
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Supplies

MX-B70T	Black Toner Cartridge Estimated 45,000 images @ 5% Image Area/Cartridge	\$162.00
MX-B70DU	Black Drum Estimated Yield - 150,000 Images/Package	54.00

FULL SERVICE MONTHLY MAINTENANCE

Supplies Included

For purchased and leased equipment. Includes all parts, photoconductors, labor and all consumable items except paper and staples.

	<u>Monthly Copy Allowance</u>	<u>Copy Charge</u>
MX-B557P / MX-B707P	0	\$0.0107

	<u>Monthly Copy Allowance</u>	<u>Zone 1 Monthly Base 0 - 25 Miles</u>	<u>Excess Copy Charge</u>	<u>Zone 2 Monthly Base 26 - 50 Miles</u>	<u>Excess Copy Charge</u>
MX-B557P / MX-B707P	1,000	\$9.30	\$0.0093	\$11.20	\$0.0112



SHARP®

Supply Pricing



Sourcewell
Contract # 030321-SEC
Copier Supply Pricing

Black & White

Reorder Number	Description	Yield / Unit	Unit / Carton	List Price	Price per Bottle
Black Toner					
MX-561NT	MX-M2651/M3051/M3551/M4051/M5051/M6051/MX-M3071S/MX-M3571S/MX-M4071S/ MX-M5071S/MX-M6071S	40,000	1	\$132.00	\$66.00
MX-754NT	MX-M7570	83,000	1	\$150.00	\$75.00
MX-900NT	MX-M905/1056/1206	120,000	1	\$251.00	\$117.90
Black Developer					
MX-561NV	MX-M2651	400,000	1	\$190.00	\$95.00
MX-561NV	MX-M3051/MX-M3071S	500,000	1	\$190.00	\$95.00
MX-561NV	MX-M3551/MX-M3571S	560,000	1	\$190.00	\$95.00
MX-561NV	MX-M4051/M5051/M6051/MX-M4071S/M5051/MX-M6071S	600,000	1	\$190.00	\$95.00
MX-754NV	MX-M7570	800,000	1	\$200.00	\$100.00
MX-900NV	MX-M905/1056/1206	1,000,000	1	\$166.00	\$78.00

Color

Toner					
BP-NT70BA	Black Toner Cartridge - BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 / BP-70C31 / BP-70C36 / BP-70C45	40,000	1	\$130.00	\$65.00
BP-NT70CA	Cyan Toner Cartridge - BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 / BP-70C31 / BP-70C36 / BP-70C45	24,000	1	\$277.00	\$138.50
BP-NT70MA	Magenta Toner Cartridge - BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 / BP-70C31 / BP-70C36 / BP-70C45	24,000	1	\$277.00	\$138.50
BP-NT70YA	Yellow Toner Cartridge - BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 / BP-70C31 / BP-70C36 / BP-70C45	24,000	1	\$277.00	\$138.50
MX-61NTBA	Black Toner Cartridge - MX-5051/6051/5071S/6071S	40,000	1	\$130.00	\$65.00
MX-61NTCA	Cyan Toner Cartridge - MX-5051/6051/5071S/6071S	24,000	1	\$277.00	\$138.50
MX-61NTMA	Magenta Toner Cartridge - MX-5051/6051/5071S/6071S	24,000	1	\$277.00	\$138.50
MX-61NTYA	Yellow Toner Cartridge - MX-5051/6051/5071S/6071S	24,000	1	\$277.00	\$138.50
MX-75NTCA	Cyan Toner Cartridge - MX-7090/8090	60,000	1	\$220.00	\$110.00
MX-75NTMA	Magenta Toner Cartridge - MX-7090/8090	60,000	1	\$220.00	\$110.00
MX-75NTYA	Yellow Toner Cartridge - MX-7090/8090	60,000	1	\$220.00	\$110.00
MX-80NTBA	Black Toner Cartridge - MX-7081/8081	70,000	1	\$158.00	\$79.00
MX-80NTCA	Cyan Toner Cartridge - MX-7081/8081	50,000	1	\$461.00	\$230.00
MX-80NTMA	Magenta Toner Cartridge - MX-7081/8081	50,000	1	\$461.00	\$230.00
MX-80NTYA	Yellow Toner Cartridge - MX-7081/8081	50,000	1	\$461.00	\$230.00
Developer					
BP-NV70BA	Black Developer - BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 / BP-70C31 / BP-70C36 / BP-70C45	2,500,000	1	\$84.00	\$42.00
BP-NV70SA	Color Developer - BP-50C26 / BP-50C31 / BP-50C36 / BP-50C45 / BP-70C31 / BP-70C36 / BP-70C45	2,500,000	1	\$980.00	\$490.00
MX-61NVBA	Black Developer - MX-5051/6051/5071S/6071S	500,000	1	\$84.00	\$42.00
MX-61NVCA	Black Developer - MX-5051/6051/5071S/6071S	1,800,000	1	\$84.00	\$42.00
MX-61NVSA	Color Developer - MX-5051/6051/5071S/6071S	400,000	1x3	\$980.00	\$490.00
MX-61NVYA	Color Developer - MX-5051/6051/5071S/6071S	1,800,000	1x3	\$980.00	\$490.00
MX-62NVSA	Cyan/Magenta/Yellow Developer MX-7090/8090	400,000	1x3	\$1,304.00	\$652.00

Other Items

HDREPLACE	End of Life Hard Drive Replacement	NA	NA	\$1,000.00	\$350.00
AR-SC1	Staples for AR-FN4, FN5, FN6	3,000	3	\$60.00	\$30.00
AR-SC2	Staples (BP-FN14, MX-FN7, FN11, F13, FNX2, FNX3, FNX4, FNX6, FNX7, FN19, FN20, FN24, FN25, FN29)	5,000	3	\$98.00	\$49.00
AR-SC3	Saddle Stitch Staple Cartridge (FN9, F12,F16, FNX4, FN10, FN16, FN20)	2,000	3	\$38.00	\$19.00
SF-SC11	Staples (S55, FN1, FN3, SS2, FN8, FN9, F11, F12, F15, F16, FN15, FN16)	5,000	3	\$62.00	\$31.00
MX-SCX1	Staples (BP-FN11, BP-FN13, MX-FNX1, FNX9, FN10, , FN12, FN13, FN17, FN22, FN27, FN28, FN32, FN33)	5,000	3	\$98.00	\$49.00
MX-SCX2	For use with 100 sheet stapler of MX-FNX5, FN21, FN22	5,000	3	\$98.00	\$49.00
MX-SCX3	For use with Saddle Stitch stapler of MX-FNX7/FNX8/FN10/FN25	2,000	4	\$98.00	\$49.00
MX-SC10	For MX-FN14 Finisher	5,000	3	\$140.00	\$70.00
MX-SC11	Staple cartridge (BP-FN15, BP-FN16, MX-FN30, FN31, FN34, FN35)	5,000	3	\$98.00	\$49.00
MX-SC12	Saddle Stitch Staple cartridge (BP-FN16, MX-FN31, FN35)	2,000	4	\$60.00	\$30.00
MX-SC50	Plockmatic Staples (MX-BM50)	5,000	3	\$140.00	\$70.00
AR-SV1	Stamp Cartridge for AR-SU1	NA	2	\$85.00	\$39.90



Sourcewell
Contract # 030321-SEC
Copier Supply Pricing

Reorder Number	Description	Yield / Unit	Unit / Carton	List Price	Price per unit
MX-B45NT	Toner Cartridge MX-B376WH/B476WH	30,000	Each	\$91.00	\$45.50
MX-B45NV	Developer MX-B376WH/B476WH	100,000	Each	\$28.50	\$14.25
MX-C30NTB	Black Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge - MX-C303WH, MX-C304WH	6,000	Each	\$40.00	\$20.00
MX-C30NTC	Cyan Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge - MX-C303WH, MX-C304WH	6,000	Each	\$126.00	\$63.00
MX-C30NTM	Magenta Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge - MX-C303WH, MX-C304WH	6,000	Each	\$126.00	\$63.00
MX-C30NTY	Yellow Toner Cartridge Estimated 6,000 images @ 5% Image Area/Cartridge - MX-C303WH, MX-C304WH	6,000	Each	\$126.00	\$63.00
MX-C32NVB	Black Developer Estimated Yield - 75,000 Images/Package - MX-C303WH, MX-C304WH	75,000	Each	\$160.00	\$80.00
MX-C32NVC	Cyan Color Developer Estimated Yield - 45,000 Images/Package - MX-C303WH, MX-C304WH	45,000	Each	\$160.00	\$80.00
MX-C32NVM	Magenta Color Developer Estimated Yield - 45,000 Images/Package - MX-C303WH, MX-C304WH	45,000	Each	\$160.00	\$80.00
MX-C32NVY	Yellow Color Developer Estimated Yield - 45,000 Images/Package - MX-C303WH, MX-C304WH	45,000	Each	\$160.00	\$80.00
DX-B35TB	Toner -B351PL	3,000	Each	\$52.00	\$26.00
DX-B35DU	Drum -B351PL	12,000	Each	\$100.00	\$50.00
DX-B35TD	Toner + Drum B352P	6,000	Each	\$94.00	\$47.00
MX-B70T	Black Toner Cartridge - MX-C557P, MX-B707P, MX-B557F	45,000	Each	\$324.00	\$162.00
MX-B70DU	Black Drum - MX-C557P, MX-B707P, MX-B557F	150,000	Each	\$108.00	\$54.00
MX-C50TB	Black Toner Cartridge - MX-C407F, MX-C507F	20,000	Each	\$100.00	\$50.00
MX-C51TB	Black Toner Cartridge - MX-C507P	16,000	Each	\$226.00	\$113.00
MX-C50TC	Cyan Toner Cartridge - MX-C407F, MX-C507F	13,000	Each	\$250.00	\$125.00
MX-C51TC	Cyan Toner Cartridge - MX-C507P	10,000	Each	\$286.00	\$143.00
MX-C50TM	Magenta Toner Cartridge - MX-C407F, MX-C507F	13,000	Each	\$250.00	\$125.00
MX-C51TM	Magenta Toner Cartridge - MX-C507P	10,000	Each	\$286.00	\$143.00
MX-C50TY	Yellow Toner Cartridge - MX-C407F, MX-C507F	13,000	Each	\$250.00	\$125.00
MX-C51TY	Yellow Toner Cartridge - MX-C507P	10,000	Each	\$286.00	\$143.00
MX-C50DU-B	Black Imaging Kit (includes drum/developer) - MX-C407F, MX-C507F	150,000	Each	\$118.00	\$59.00
MX-C50DU-S	Cyan/Magenta/Yellow Imaging Kit (includes drum/developer) - MX-C407F, MX-C507F	150,000	Each	\$392.00	\$196.00
MX-C35TB	Black Toner Cartridge - MX-C357F, MX-C407P	9,000	Each	\$160.00	\$80.00
MX-C35TC	Cyan Toner Cartridge - MX-C357F, MX-C407P	6,000	Each	\$178.00	\$89.00
MX-C35TM	Magenta Toner Cartridge - MX-C357F, MX-C407P	6,000	Each	\$178.00	\$89.00
MX-C35TY	Yellow Toner Cartridge - MX-C357F, MX-C407P	6,000	Each	\$178.00	\$89.00
MX-C35DU-B	Black Imaging Kit (includes drum/developer) - MX-C357F	125,000	Each	\$372.00	\$186.00
MX-C35DU-S	Black and Color Imaging Kit (includes drum/developer) - MX-C357F	125,000	Each	\$492.00	\$246.00
MX-C55TB	Black Toner Cartridge - MX-C607P	25,000	Each	\$254.00	\$127.00
MX-C55TC	Cyan Toner Cartridge - MX-C607P	20,000	Each	\$560.00	\$280.00
MX-C55TM	Magenta Toner Cartridge - MX-C607P	20,000	Each	\$560.00	\$280.00
MX-C55TY	Yellow Toner Cartridge - MX-C607P	20,000	Each	\$560.00	\$280.00
MX-C60DU-B	Black Drum - MX-B607P	175,000	Each	\$116.00	\$58.00
MX-C60DU-S	Color Drum - MX-B607P	175,000	Each	\$346.00	\$173.00
MX-C60DV-B	Black Developer - MX-B607P	300,000	Each	\$122.00	\$61.00
MX-C60DV-S	Cyna/Magenta/Yellow Developer - MX-B607P	300,000	Each	\$368.00	\$184.00
MX-B46T	Black Toner Cartridge -MX-B467P, MX-B467F	25,000	Each	\$330.00	\$165.00
MX-B46DU	Black Imaging Unit - -MX-B467P, MX-B467F	60,000	Each	\$72.00	\$36.00
MX-B42T	Black Toner Cartridge - MX-B427PW, MX-B427W	20,000	Each	\$400.00	\$200.00
MX-B42DU	Black Imaging Unit - MX-B427PW, MX-B427W	40,000	Each	\$110.00	\$55.00



SHARP®

Managed Print Services



Managed Print Services

Customized Approach for More Efficiency and Control

Overlooking your print environment can be costly and inefficient, hindering your organization in the long run. Managed Print Services (MPS) from Sharp offer a consultative approach to manage your print infrastructure and maximize uptime, productivity and security.

Take Control to Cut Costs

All too often companies are unaware of how many printers they have or their actual spend on printing. A complete assessment by Sharp helps you understand the current state of your print infrastructure and your total cost of printing using first-class reporting and device mapping tools.

Optimize Your Print Environment

The entire lifecycle of your print fleet is managed by us. To improve cost-effectiveness and efficiency, Sharp removes redundant devices and replaces aging equipment. You can simplify the user experience by standardizing models and drivers from one device to the next and streamline support by consolidating all your maintenance contracts into one.



Before MPS - Unmanaged Print Environment



After MPS - Optimized, Right-Sized Fleet



Allow IT to Focus on Critical Projects

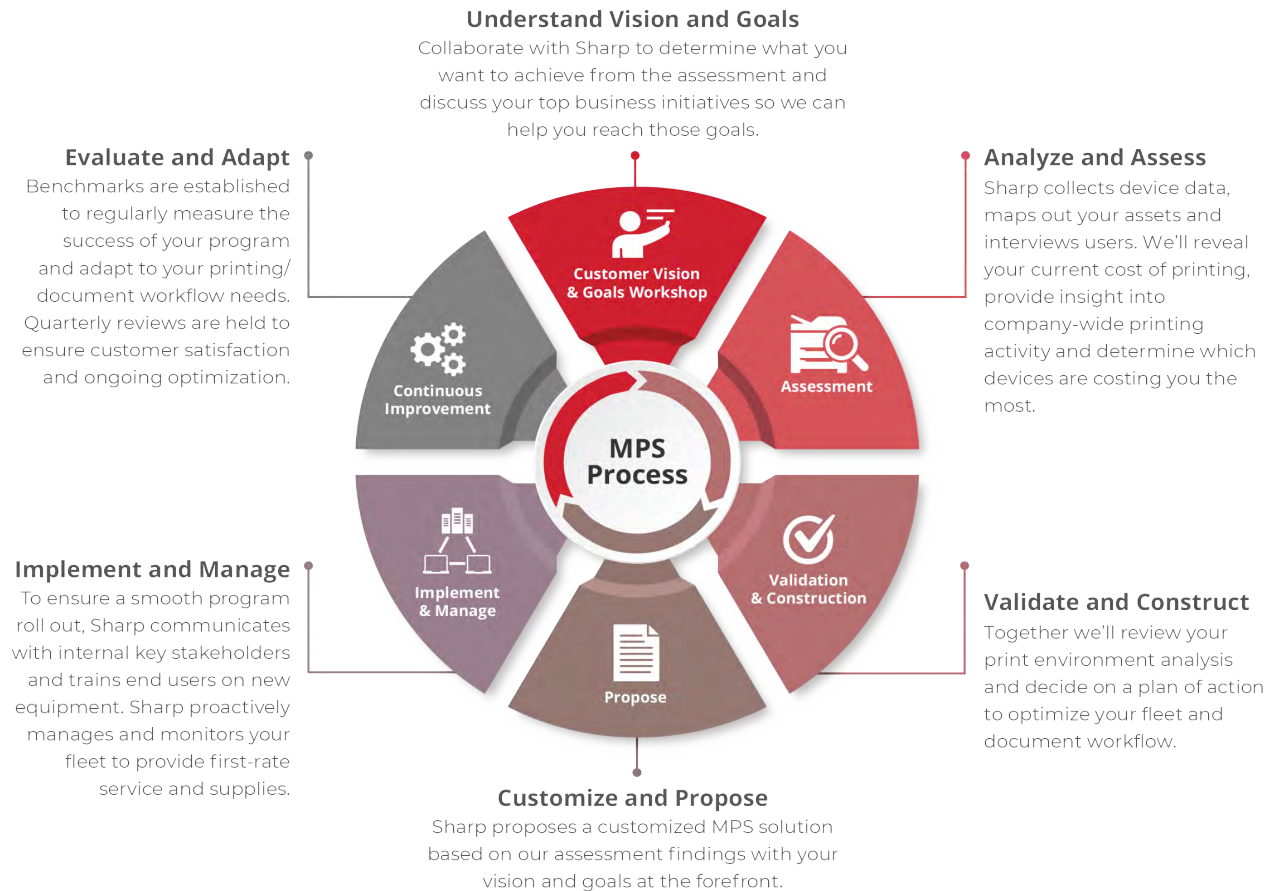
Sharp manages and maintains your fleet. This frees IT resources from printer-related issues and eliminates help desk calls to keep your team focused on key IT projects.

Streamline Support from One Partner

Gone are the days of processing invoices from multiple vendors. Sharp sends a single, predictable monthly invoice for an all-inclusive cost-per-copy plan. By only paying for what you print, we can help you experience a significant savings.

What would you like to achieve under an MPS program?

Let Sharp's systematic approach to your print environment help you reach your goals.



Experience the Benefits of Managed Print Services

- Know your true cost of printing
- Cut costs on devices, supplies and service
- Simplified budgeting for printing expenses
- Free up the IT department
- One vendor for all your printing needs
- Toner arrives just in time
- More uptime through proactive support
- Ongoing fleet optimization

Discover more about our MPS program and our complementary assessment today.



Sourcewell Contract #030321-SEC

Managed Print Services

	Description	Hourly Labor Charge	One Time Charge (if Applicable)	Other Method of Charging (If Applicable)
Assessment	Managed Print Services Assessment			
Assessment Phase 1	Initial appointment - Collaborative discussion to discuss top business initiatives and goals of assessment.	\$0.00	\$0.00	N/A
Assessment Phase 2	Site Walkthrough & Device Mapping, Departmental Interviews, Detailed Cost Analysis, Consultative Fleet Analysis & Review, & Customized Program Creation	Based on Statement of Work	Based on Statement of Work	Based on Statement of Work
Assessment Phase 3	Auto Toner Replenishment (ATR), Advanced Account Management, Periodic Account Reviews, Change Management, Fleet Management, Sharp IT and Professional Services.	Based on Statement of Work	Based on Statement of Work	Based on Statement of Work
Maintenance	Service and Supplies			
Cost Per Page Mono	The MPS pricing listed is a not to exceed Cost Per Page (for 8.5"x11" page) to provide Remote Help Desk Support and/or On-Site Break/Fix, Toner Supplies, for accepted supported models based on SOW which is required for MPS program.	N/A	N/A	\$0.03 per page
Cost Per Page Color	The MPS pricing listed is a not to exceed Cost Per Page (for 8.5"x11" page) to provide Remote Help Desk Support and/or On-Site Break/Fix, Toner Supplies, for accepted supported models based on SOW which is required for MPS program.	N/A	N/A	\$0.26 per page



SHARP®
SYNAPPX



Sourcewell Contract #030321-SEC



SYNAPPX™ GO

PRODUCTIVITY WHEREVER YOU GO!

What is Synappx Go?

Smartphones have changed the way we live and work, and now they can change the way we collaborate in our workplaces. With Synappx Go, you can share, scan and print your content on the go. Scale content easily to a large display, as well scan documents to and release print jobs from a multifunction printer—all right from your phone whenever and wherever.

Synappx Go Advantages:

- ◆ Helps employees facilitate efficient and productive ad-hoc collaboration with easy content sharing
- ◆ Uses employee mobile devices—familiar technology—to leverage existing technology and eliminate training
- ◆ Simplifies operation with one application to scan, print and display content
- ◆ Connects employees and devices—simply tap the NFC tag to access desired content on a printer or display

Synappx Go (1 User per license)

		Contract Pricing
SW-S02U01M1-S	1 Month	\$6.00
SW-S02U01Y1-S	1 Year	\$49.00
SW-S02U01Y2-S	2 Years	\$93.00
SW-S02U01Y3-S	3 Years	\$122.00
SW-S02U01Y4-S	4 Years	\$140.00
SW-S02U01Y5-S	5 Years	\$146.00

Synappx Go (10 Users per license)

		Contract Pricing
SW-S02U01M1	1 Month	\$48.00
SW-S02U01Y1	1 Year	\$403.00
SW-S02U01Y2	2 Years	\$773.00
SW-S02U01Y3	3 Years	\$1,014.00
SW-S02U01Y4	4 Years	\$1,159.00
SW-S02U01Y5	5 Years	\$1,208.00
SW-S02U01Trial	45 Day Trial	

Synappx NFC Tags

		Contract Pricing
SYNAPPX-NFC100	Synappx NFC Tags 100 Count (Blue)	\$120.00
	1 Tag required for each device (Display or MFP)	
SYNAPPX-NFC100BLK	Synappx NFC Tags 100 Count (Black)	\$120.00
	1 Tag required for each device (Display or MFP)	

Page 109 of 126

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Sourcewell Contract #030321-SEC



SYNAPPX™ MEETING START MEETINGS ON TIME!

About Synappx Meeting

Research has shown that it takes an average of 12 minutes* to achieve productivity during a meeting due to time lost to activities like connecting to a big screen, starting a conferencing system or finding necessary content. Synappx Meeting software helps solve these challenges, putting focus back on collaboration and sharing ideas.

Synappx Meeting Advantages:

- ◆ Synappx Meeting helps streamline and automatically connect technologies necessary to start meetings
- ◆ Synappx Meeting helps users track the meeting time and access shortcuts to their files and applications
- ◆ Synappx Meeting helps automatically disconnect the technologies used during the meeting to allow the next meeting to begin on time

Synappx Meeting (1 Room per license)		Contract Pricing
SW-S01R01M1	1 Month	\$21.00
SW-S01R01Y1	1 Year	\$160.00
SW-S01R01Y2	2 Years	\$319.00
SW-S01R01Y3	3 Years	\$463.00
SW-S01R01Y4	4 Years	\$580.00
SW-S01R01Y5	5 Years	\$676.00
SW-S01R01Trial	45 Day Trial	

* Based on a 2017 Sharp and Spiceworks joint survey of a mid-sized organization with 250 IT professionals and business managers

Page 110 of 126

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SHARP®

LED and LCD Monitors Including AQUOS BOARD® Interactive Display Systems



Sourcewell Contract #030321-SEC

PN-CD701

Windows collaboration display from Sharp

- ◆ 70" class (69.5" diagonal) screen size
- ◆ 4K Ultra-HD UV²A Edge Lit LCD Screen
- ◆ Projected Capacitive Touch Screen
- ◆ 10-Point Multi-Touch Screen
- ◆ Modular 4K Camera with Microphone Array x4
- ◆ IoT Sensor Hub with Motion, Light, Temperature/humidity & Air Quality Detection
- ◆ Dual Screen Wireless Casting and Daisy Chain
- ◆ Crestron Connected™ Compatibility
- ◆ Built-In 12W per Channel Stereo Audio System
- ◆ 3-Year Limited Warranty



Model Number	Description	Contract Pricing
PN-CD701	<i>The Windows collaboration display is a next generation 4K Ultra HD 70" Class (69.5" diagonal) interactive display that enables better space utilization and more productive collaboration in meetings, boardrooms, training rooms, technical reviews and almost anywhere else.</i> <i>As well as using Sharp's award-winning technology, together with a built-in microphone, high quality camera and IoT sensor hub, it works seamlessly with the best Microsoft 365 collaboration tools. Furthermore, it's all backed by the cloud to deliver outstanding ease of use and enable the continual analysis of meeting room conditions and usage.</i>	\$6,549.00

* Available through WCD certified dealers only.

Options & Accessories		
PN-ZU01	Additional 8 meter USB type C cable for connecting an additional PC to the Windows collaboration display.	414.00
PN-SPCi7W10C	Optional Enhanced PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i7 processor with Windows® 10 Pro and 16GB RAM. Attaches to rear of display.	1,748.00

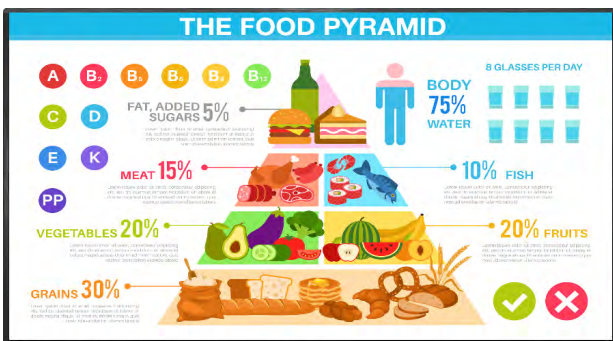


Sourcewell Contract #030321-SEC

4T-B70CT1U / 4T-B80CT1U

Sharp AQUOS BOARD® Interactive Display

- ◆ 70" Class (69.5" diagonal) and 80" Class (80.5" diagonal) 4K Ultra HD Interactive Display
- ◆ High Definition (3,840 x 2,160) Resolution with 4000:1 Contrast Ratio
- ◆ 20-Point Multi-Touch Screen
- ◆ Multi OS Support - Plug & Play
- ◆ Streamlined Design using Direct LED Backlighting
- ◆ Public Mode which disables operational controls to prevent unwanted adjustments by people in public locations
- ◆ SHARP Pen Software
- ◆ RS-232C control capability
- ◆ Built-in Digital Tuner
- ◆ Built-in 10 Watt Per Channel Stereo Audio System
- ◆ 3-Year Limited Warranty



Model Number	Description	Contract Pricing
4T-B70CT1U	Looking for a powerful, yet affordable solution to make your classrooms and meeting rooms interactive? The 4T-B70CT1U and 4T-B80CT1U AQUOS BOARD® interactive displays are a perfect solution for those in search of a large format display that brings interactivity to any room. Now available in two sizes – 70" class (69.5" diagonal) and 80" class (80.5" diagonal), this series opens up an affordable path to pristine 4K Ultra-HD resolution. Plug and Play will let you unleash the interactive capabilities of your devices with easy setup and without the need to install drivers. Precise 20 point multi-touch functionality allows multiple people to collaborate effectively and creatively to facilitate effective learning. A powerful RS-232C and LAN command set enables flexible remote control from connected devices. When selected, "Public Mode" prevents unwanted operations by people in a classroom or any other public location.	\$1,762.00
4T-B80CT1U		\$3,527.00

Options & Accessories		
PN-SPCi5W10C8GB	Optional Standard PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i5 processor with Windows® 10 Pro and 8GB RAM. Attaches to rear of display.	1,357.00
PN-SPCi7W10C	Optional Enhanced PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i7 processor with Windows® 10 Pro and 16GB RAM. Attaches to rear of display.	1,748.00
PN-SU01	Advanced Feature License for Sharp Pen Software v.3.7 and above	66.00
PN-SR780M	Rolling Cart Floor Stand	742.00
PN-SR763ACC1	Optional PC/keyboard accessory shelf for use with PN-SR780M	145.00



Sourcewell Contract #030321-SEC

PN-CE701H / PN-C751H / PN-C861H

Sharp AQUOS BOARD® Interactive Display System

- ◆ 70" Class (69 1/2" diagonal) / 75" Class (74 1/2" diagonal) / 86" Class (85 9/16" diagonal) screen size
 - ◆ Brilliant Ultra-HD (3840 x 2160) LED Direct Lit Display
 - ◆ Display, Write and Share information
 - ◆ IR Touch Screen Technology
 - ◆ 10-Point Multi-Touch Screen (PN-CE701H)
20-Point Multi-Touch Screen (PN-C751H & PN-C861H)
 - ◆ Simultaneous writing allows up to 4 people to write on the screen at the same time using touch pens or fingers
 - ◆ Built-in SoC controller with Arm® Cortex®- A53 Processor (quad core)
 - ◆ Built-in Whiteboard application
 - ◆ OPS (Open Pluggable Specification) - Compliant Expansion Slot
 - ◆ Built-in Wireless LAN connectivity for wireless presentations*
 - ◆ 350 cd/m² Brightness; 4,000:1 Contrast Ratio (PN-CE701H)
400 cd/m² Brightness; 1,200:1 Contrast Ratio (PN-C751H & PN-C861H)
 - ◆ One-Touch Operability (frequently used buttons are located on the front bezel)
 - ◆ Built-in 10W per Channel Stereo Audio System
 - ◆ 3-Year Limited Warranty; engineered for 16 hours per day use
- * Compatible with Windows® and Android™ operating systems.



Model Number	Description	Contract Pricing
PN-CE701H	<i>Looking for a smart, interactive display for your office or classroom? Meet the all-in-one Sharp PN-CE701H, PN-C751H and PN-C861H AQUOS BOARD interactive display systems that make all your visual communications more lively and productive. Available in three sizes - 70" Class (69 1/2" diagonal), 75" Class (74 1/2" diagonal) and 86" Class (85 9/16" diagonal), respectively - this series opens up an affordable path to pristine 4K Ultra HD resolution. A pre-installed launcher makes it quick and easy to start up and use the interactive whiteboard. Your lecture, presentation, or lesson can now be more creative and involving.</i>	\$3,357.00
PN-C751H		\$4,375.00
PN-C861H		\$7,680.00

Options & Accessories		
PN-SPCi5W10C8GB	Optional Standard PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i5 processor with Windows® 10 Pro and 8GB RAM. Attaches to rear of display.	1,357.00
PN-SPCi7W10C	Optional Enhanced PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i7 processor with Windows® 10 Pro and 16GB RAM. Attaches to rear of display.	1,748.00
PN-SU01	Advanced Feature License for Sharp Pen Software v.3.7 and above	66.00
PN-SR780M	Rolling Cart Floor Stand	742.00
PN-SR763ACC1	Optional PC/keyboard accessory shelf for use with PN-SR780M	145.00

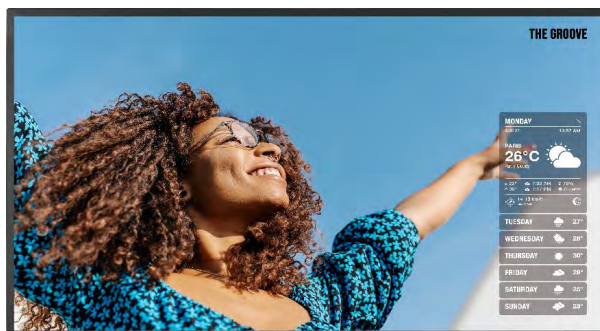


Sourcwell Contract #030321-SEC

PN-HS431 / PN-HS-501 / PN-HS551

Professional LCD Monitors

- ◆ 43" Class (42 1/2" diagonal), 50" Class (49 1/2" diagonal) and 55" (54 5/8" diagonal) Monitors
- ◆ Brilliant 4K Ultra-HD (3840 x 2160) TFT LCD Display
- ◆ Full array LED backlight
- ◆ Landscape, Portrait, Face-up, Face-down, Tilt-forward, Tilt-backward Operation
- ◆ 700 cd/m² Brightness; 1,200:1 Contrast Ratio (PN-HS431)
700 cd/m² Brightness; 4,000:1 Contrast Ratio (PN-HS501)
700 cd/m² Brightness; 5,000:1 Contrast Ratio (PN-HS551)
- ◆ Built-in 10W Per Channel Stereo Audio System
- ◆ Engineered for 24/7 Use; 3 Year Limited Warranty



Model Number	Description	Contract Pricing
PN-HS431	<i>Sharp's PN-HS431 / PN-HS501 / PN-HS551 professional LCD monitors give you more options than ever to set up your digital signage in the most eye-catching ways possible. These 4K Ultra-HD monitors can be installed face-up, face-down, or at any tilted angle. The 43" Class (42 1/2" diagonal) PN-HS431, 50" Class (49 1/2" diagonal) PN-HS501 and 55" Class (54 5/8" diagonal) PN-HS551 displays offer such a wide variety of installation options, you'll be sure to find the ideal setup to match your location and signage needs. Three HDMI input terminals come standard and the monitors includes a built-in 4K media player to provide digital signage without the need of a separate PC. The system is designed for increased convenience and flexibility as the PN-HS431, PN-HS501 and PN-HS551 monitors stylishly make your key message even more visible to your intended target.</i>	\$1,866.00
PN-HS501		\$2,115.00
PN-HS551		\$2,326.00

Options & Accessories		
PN-SPCi5W10C8GB	Optional Standard PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i5 processor with Windows® 10 Pro and 8GB RAM.	1,357.00



Sourcewell Contract #030321-SEC

PN-HY431 / PN-HY-501 / PN-HY551

Professional LCD Monitors

- ◆ 43" Class (42 1/2" diagonal), 50" Class (49 1/2" diagonal) and 55 (54 5/8" diagonal) Monitors
- ◆ Brilliant 4K Ultra-HD (3840 x 2160) TFT LCD Display
- ◆ Full array LED backlight
- ◆ Landscape, Portrait, Face-up, Face-down, Tilt-forward, Tilt-backward Operation
- ◆ 500 cd/m² Brightness; 1,200:1 Contrast Ratio (PN-HY431)
500 cd/m² Brightness; 4,000:1 Contrast Ratio (PN-HY501)
500 cd/m² Brightness; 5,000:1 Contrast Ratio (PN-HY551)
- ◆ Built-in 10W Per Channel Stereo Audio System
- ◆ Engineered for 24/7 Use; 3 Year Limited Warranty



Model Number	Description	Contract Pricing
PN-HY431	<i>Sharp's PN-HY431 / PN-HY501 / PN-HY551 professional LCD monitors give you more options than ever to set up your digital signage in the most eye-catching ways possible. These 4K Ultra-HD monitors can be installed face-up, face-down, or at any tilted angle. The 43" Class (42 1/2" diagonal) PN-HY431, 50" Class (49 1/2" diagonal) PN-HY501 and 55" Class (54 5/8" diagonal) PN-HY551 displays offer such a wide variety of installation options, you'll be sure to find the ideal setup to match your location and signage needs. Three HDMI input terminals come standard and the monitors includes a built-in 4K media player to provide digital signage without the need of a separate PC. The system is designed for increased convenience and flexibility as the PN-HY431, PN-HY501 and PN-HY551 monitors stylishly make your key message even more visible to your intended target.</i>	\$1,335.00
PN-HY501		\$1,610.00
PN-HY551		\$1,799.00

Options & Accessories		
PN-SPCi5W10C8GB	Optional Standard PC for use with all Sharp AQUOS BOARD displays. Intel® Coffee Lake Core™ i5 processor with Windows® 10 Pro and 8GB RAM.	1,357.00



Sourcewell Contract #030321-SEC

4T-B60CJ1U / 4T-B70CJ1U / 4T-B80CJ1U

4K Ultra HD Commercial LCD Display

- ◆ 60" Class (60.1" diagonal), 70" Class (69.5" diagonal) and 80 (80.0" diagonal) 4K Ultra HD Full Color Commercial Display
- ◆ High Definition (3,840 x 2,160) Resolution with 4000:1 Contrast Ratio
- ◆ Full Complement of Inputs and Outputs for Easy and Enhanced Connectivity
- ◆ Public Mode which disables operational controls to prevent unwanted adjustments by people in public locations
- ◆ LED backlight that supports a wide color gamut
- ◆ Built-in 10 Watt Per Channel Stereo Speakers
- ◆ 3-Year Limited Warranty



Model Number	Description	Contract Pricing
4T-B60CJ1U	Give your message a big-screen boost with a Sharp commercial LCD display. Whether you choose the 60" (60.1" diagonal) Class, 70" (69.5" diagonal) Class or 80" (80.0 diagonal) Class model, the 4T-B Series displays convey your message with the true-to-life precision of 4K Ultra-HD resolution. Built-in tuner support and business-friendly features are packed into an elegantly slender frame. In hospital, business and retail settings, the 4T-B Series displays excel at reaching your audience, making them more informed, more entertained and more engaged.	\$1,058.00
4T-B70CJ1U		\$1,480.00
4T-B80CJ1U		\$2,956.00

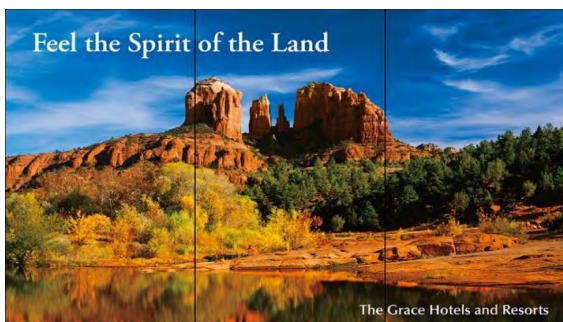


Sourcewell Contract #030321-SEC

PN-V701

Flat - Panel Professional Large-Format LCD Monitor

- ◆ 70" Class (69 1/2" Diagonal) Professional LCD Monitor
- ◆ Brilliant High Definition (1,920 x 1,080) UV²A LCD Display
- ◆ Up to 700 cd/m² brightness and 4,000:1 Contrast Ratio
- ◆ Sharp Advanced UCCT (Uniform Color Calibration Technology)
- ◆ Expansion slot supports HDBaseT™ 2.0 with optional PN-ZB03H expansion board
- ◆ Full-Array LED Backlight
- ◆ Enlarge (Zoom) Display Mode
- ◆ Optional Control Kit allows all monitors in a video wall to be operated using one remote



Model Number	Description	Contract Pricing
PN-V701	<i>The 70" Class (69-1/2" Diagonal) full high-definition PN-V701 Professional LCD Monitor allows you to build video walls with exceptionally thin 4.4 mm* combined bezels that will complement virtually any commercial or public space. Whether installed in a shopping mall, hotel, control room, transport hub, or conference hall, a bank of these monitors will convey your message with overwhelming style and precision. Sharp's Advanced UCCT (Uniform Color Calibration Technology) allows the color reproduction and brightness to be beautifully consistent on each individual LCD monitor and thus across the entire video wall.</i>	\$8,979.00

* 1.5 mm (right/bottom), 2.9 mm (left/top)

Options & Accessories		
PN-ZB03H	HDBaseT Receiver Board	442.00
PN-ZR02	Optional Control Kit that permits the monitors in a video wall to be controlled using one remote controller when one monitor is fitted with a remote control sensor box (included) - Includes remote controller and remote control sensor box.	132.00



Sourcewell Contract #030321-SEC

8M-B70AU

Professional LCD Display

- ◆ 70" Class (69.5" Diagonal) Screen Size
- ◆ 8K-Ultra High Definition (7,680 x 4,320) LCD Display
- ◆ Full Array LED Backlighting with Local Dimming Technology
- ◆ HDR (High Dynamic Range) with Mega Contrast and Wide Color Gamut Technology
- ◆ 4K and 2K Upconversion to 8K
- ◆ 400 cd/m² Brightness and 3,000:1 Contrast Ratio
- ◆ RS-232C Control Capability
- ◆ Built-in 35W 2.1 Channel Stereo Audio System
- ◆ 3 Year Limited Warranty



Model Number	Description	Contract Pricing
8M-B70AU	<i>With its stunning 8K Ultra-HD resolution, the Sharp 8M-B70AU display packs 33 million pixels into its 70" class LCD panel. This 8K monitor with 7,680 x 4,320 pixels achieves a screen resolution 16 times higher than full HD. You can't help but feel the depth and presence of the stunningly realistic on-screen images. Sophisticated color-processing technologies support a wide range of color expression along with faithful color mapping on the display. The rich color palette of this 8K monitor adds depth to the content and brings the entire screen to life.</i>	\$13,158.00



Sourcewell Contract #030321-SEC

8M-B80AX1U

Professional LCD Display

- ◆ 80" Class (80 1/2" Diagonal) Screen Size
- ◆ 8K-Ultra High Definition (7,680 x 4,320) LCD Display
- ◆ Full Array LED Backlighting with Local Dimming Technology
- ◆ HDR (High Dynamic Range) with Wide Color Gamut Technology
- ◆ 4K and 2K Upconversion to 8K
- ◆ 800 cd/m² Brightness, Peak Brightness 4,000 cd/m²
- ◆ 3,000:1 Contrast Ratio
- ◆ RS-232C Control Capability
- ◆ Built-in 20W 2.1 Channel Stereo Audio System
- ◆ 3 Year Limited Warranty



Model Number	Description	Contract Pricing
8M-B80AX1U	<i>With its stunning 8K Ultra-HD resolution, the Sharp 8M-B80AX1U display packs 33 million pixels into its 80" class LCD panel. This 8K monitor with 7,680 x 4,320 pixels achieves a screen resolution 16 times higher than full HD. You can't help but feel the depth and presence of the stunningly realistic on-screen images. Sophisticated color-processing technologies support a wide range of color expression along with faithful color mapping on the display. The rich color palette of this 8K monitor adds depth to the content and brings the entire screen to life.</i>	\$14,322.00

Help Stay Safe Without Slowing Down

Smart touchless solution for temperature, face mask checks and screening questions.



Bring peace of mind to staff and visitors with contactless screening.

Engineered and designed to deliver a fast, safe and reliable temperature screening and check-in experience that doesn't involve any touchpoints or another person.



Accurate and fast temperature check

Combines power infrared and environmental sensors to perform a non-invasive and highly accurate temperature measure in 0.2 seconds.



Zero touchpoint, away from staff

Completely touchless, starting automatically using LIDAR technology and AI. Our mobile web app can be used for self check-ins and answering screening questions.

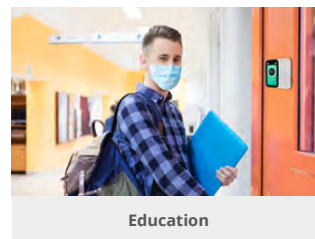
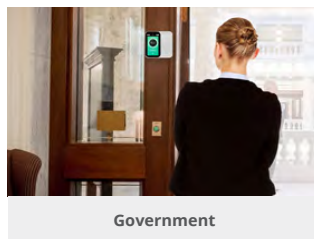
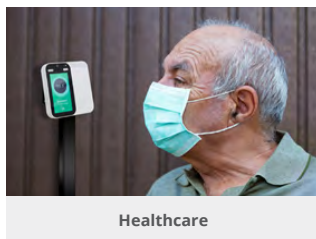
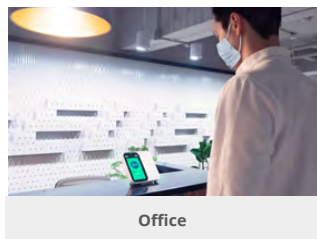


Staff privacy and data security

Doesn't rely on facial recognition to connect employee records, with a built-in keycard and access control compatible reader.

Designed for your staff, contractors, customers and more.

No matter what the scenario requires, LivMote™ has adaptable modes to provide a streamlined screening experience that doesn't feel burdensome.



Final product design and user interface are subject to change.

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How LivMote Works

Before entering the building, employees and visitors take a customized web-based questionnaire on a personal smartphone. If approved, they are directed to a LivMote device for touchless face mask detection and temperature reading.



To learn more, contact your Sharp representative or visit Sharpusa.com.

Final product design and user interface are subject to change.

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Sourcewell Contract #030321-SEC

LivMote Non-Contact Infrared Thermometer

Model	Description	Contract Pricing
LIVMTHW	LivMote with 125 Khz RFID Proximity Card Scanner	\$499
LIVMTHW13	LivMote with 13.56 Mhz RFID Proximity Card Scanner	499
LIVMT1YS	LivMote Cloud Service 1-year subscription	1,000
LIVMT2YS	LivMote Cloud Service 2-year subscription*	1,540
LIVMT3YS	LivMote Cloud Service 3-year subscription*	2,020

*Hardware Scanner and Cloud Service come standard with LiveMote device. Purchase of hardware (LIVMTHW or LIVMTHW13) and Cloud Service subscription is necessary to setup, configure and manage LivMote.

Options & Accessories

LIVMTFSB	Floor Standing Base	\$90
LIVMTFSP	Floor Standing Pole	90
LIVMTWM	Wall Mount	79
LIVMTDM	Desk Mount with Kick Stand	45
LIVMTAD1Y	Additional Subscription 1yr	720
LIVMT1YSHIP	HIPAA Cloud Service Add-on 1 yr	228
LIVMT2YSHIP	HIPAA Cloud Service Add-on 2 yr	456
LIVMT3YSHIP	HIPAA Cloud Service Add-on 3 yr	684



Professional Services are Now Available

Providing all of the tools you need for complete system integration



Sharp Electronics provides Sourcewell customers professional service assistance on a contract basis. Professional service assistance is provided in 8-hour (**DSERVICE**) and 4-hour (**DSERVICE-II**) blocks of time.

Professional services may include:

- Technical assistance installing Sharp hardware and/or Sharp software within large or complex network environments
- Special customization of Sharp software
- Assisting customer developers creating custom business applications using Sharp's OSA software development tools

However, DService and DService-II professional services are not used to install or configure third-party software, replace or augment customer IT personnel responsibilities, or to manage projects on behalf of a customer's own project management resources.

Contact your Sharp Government & Major Account Manager for more information on scheduling Professional Services at your location.

Professional Services Rates:

Full Day Service Fee (DSERVICE)

\$1,500.00 (Travel Expenses Additional)

Professional Services Hourly Rate (DSERVICE II)

\$175.00 per Man Hour with 4 hour minimum charge (travel expenses additional)

Please Note:

A Statement of Work is required before scheduling Professional Services at your location

A mutually signed statement of work is required to initiate a professional services engagement with a customer. The statement of work will specify the scope of the engagement, project milestones, a begin-date, an end-date, and requirements for each party involved in the engagement. The DService and DService-II units necessary to fulfill the engagement are determined based on the scope and requirements of the engagement.



ENVIRONMENTAL CONSERVATION

Sharp's ongoing commitment and dedication to developing eco-friendly document systems set a high standard for the industry



An Environmentally Responsible Approach to Product Design

Our document systems utilize Sharp's advanced micro-fine toner technology, which offers a lower consumption rate and produces less waste, resulting in longer replacement intervals. Sharp supplies are packaged using fully recyclable materials. Long-life consumable parts help minimize service intervals and downtime, resulting in lower operating costs. Energy-saving modes allow power to be reduced or shut off at set intervals. And, Sharp document systems are RoHS compliant to meet the latest green initiatives.



Special Recognition for Energy Efficient Product Design

In 2014, Sharp received special recognition by the US Environmental Protection Agency (EPA) for Energy Efficient Product Design. Sharp is recognized for its participation in providing valuable insight and information in ENERGY STAR's specification revision process and by demonstrating creativity in helping the EPA address and resolve technical challenges to build robust specifications.



Sharp Business Products are EPEAT® Certified

EPEAT (Electronic Product Environmental Assessment Tool) is a 3rd party global rating system for greener electronics that requires ongoing independent verification of manufacturer claims. Businesses, government agencies, schools, hospitals and other institutions are using EPEAT as the environmental benchmark to help them make informed purchasing decisions. By using EPEAT standards to purchase greener electronics, you will be assuring your organization's environmental sustainability goals and help to preserve our natural resources.

Sharp's Environmental Leadership

As a testament to our commitment to the environment, Sharp was a former recipient of the Excellence in Partnership Green Contractor Award and the Evergreen Award from the U.S. Government's General Services Administration and the Coalition for Government Procurement.



Sharp's commitment to the environment sets a high standard for the industry.

The **Green Contractor Award** recognizes contractors that have made the best overall commitment to the environment by offering environmentally friendly products and services or adhering to environmentally sound manufacturing procedures.

The **Evergreen Award** identifies environmentally-friendly businesses and their efforts in recycling and waste reduction practices. Please visit www.sharppusa.com/environment to learn more about our environmental leadership.

Toner Recycling Program

As part of our commitment to preserving the environment, Sharp has partnered with a zero waste to landfill recycler for recycling all Sharp consumables including cartridges, bottles, waste collection containers and drum units. Customers can participate in Sharp's free Stop, Drop, Recycle Program by visiting our website: www.sharppusacom/recycle.





HEIGHTENED SECURITY ENSURES CONFIDENTIALITY

Sharp's industry-leading document and device protection ensures confidentiality and safeguards your assets.



As MFPs and printers become a part of an organization's integrated document workflows and business processes, security becomes a serious concern. Securely managing business and user data is critical for corporations to be successful but that can add greater complexity as they are associated with various sources and formats.

Sharp helps IT managers minimize such concerns and optimize security management by providing integrated security features.



Data and Information Security

Standard MFP security coupled with the optional Data Security Kit (DSK) protects and controls the major MFP systems and subsystems (print, copy, scan, fax jobs, network settings, memory components, local user interface). The Sharp data encryption method uses the Advanced Encryption Standard (AES) algorithm 256* bit on all data before it is written to RAM and the hard disk drive. It also provides overwriting routines for deleted data to ensure that all information is virtually irretrievable by unauthorized users.

MEETING SECURITY STANDARDS AND CERTIFICATIONS



Security for Private Sector and Corporate Organizations

Sharp MFPs provide robust, complete control over information access, transmission and tracking to facilitate compliance with stringent mandates. By implementing the Sharp Security Suite, Sharp MFPs can help banks and investment institutions meet the privacy requirements of the Gramm-Leach-Bliley (GLB) Act. Insurance and healthcare providers can maintain Health Insurance Portability and Accountability Act (HIPAA) compliance with confidence. Businesses across all industries will benefit from the strict controls over financial information required under the Sarbanes-Oxley (SOX) Act.



Security for Public Sector and Government Organizations

Threats to government infrastructure are rapidly growing and the number of attacks continue to rise. On one hand, information sharing is critical for the efficiency of these organizations. On the other hand, security management is becoming more challenging for IT managers. Sharp can help your organization meet US government information security requirements through ISO 15408/Common Criteria certifications or features such as Common Access Card (CAC)/ Personal Identity Verification (PIV) authentication to maintain security clearance to protect classified data.



Protect Your Data

As the leader in office equipment security, Sharp makes it easy for any business or government entity to safely deploy and facilitate secure printed documents.

* Encryption level is varies per model.

Page 126 of 126

